2 O. Treasury

Acts 7 Hour

W Berdan D5244 R1244-B.

Mr Delano to Treasy 24 Oct

No 474 U.S. Legation Yokohama

Japan September 13th 1873

From

C. E. De Long

U.S. Minister

RECEIVED OCT 23 1873 DEPARTMENT OF STATE

Contents

Forwarding Notices to Marine

No 474

U.S. Legation Japan

September 13th 1873

Sir

I have the honor to forward for your information printed copies of four "Notices to Mariners (Enclosures Nos 1 2 3 + 4) 1, 2, 3 + 4/474 received by me from this Government; copies of which I have forwarded to all U.S. Consular officers in this Empire.

I have the honor to remain

Sir

Your most obedient Servant

C E DeLong

Hon Hamilton Fish

Secretary of State

Washington D C

Admiralty
Dec 20 1873 Hon Secty Mr Borden

Legation Japan

September 18 1873

No 475

RECEIVED
OCT
23
1873
DEPARTMENT OF STATE

From

B E De Long

Minister

Contents.

Brigantine "Admiral" wrecked on the East of Japan; part of the crew lost; the residue saved and kindly cared for by the Japanese people.

No 473 Legation Japan
September 18th 1873

Sir

I have the honor to inform you that on yesterday I received a dispatch from Daniel Turner Esq Consul at Kobe advising me of the wreck of the American brigantine "Admiral" on the coast of Japan, the loss of part of her crew and the rescue and kind treatment of the residue by the Japanese inhabitants (Enclosure No 1) 1/5 pp.

To day I addressed the government a note expressing my acknowledgments (Enclosure No 2) 2/4 pp.

I remain
Sir
Your most obedt Servt
C C De Long

Hon Hamilton Fish
Secretary of State
Washington D.C.

No 70 U.S. Legation Japan

Sept 18th 1863

His Excellency le

Sayeshma Tamamu

Minister for Foreign Affairs

Sir

On yesterday I received a dispatch from Daniel Turner Esq. H.B.M. Consul at Kobe informing me of the wreck and total loss of an American Brigantine the "Admiral" at a point on the Japanese coast named about thirty miles distant from Osaka. Several of the crew were lost but also several men saved mainly through the brave and humane efforts of the Japanese residing at the point where the disaster occurred. Further I was gratified

gratified to learn that all of the distressed people who survived were kindly cared for by the same resident

This humane and charitable conduct on the part of your people I beg to assure you merits and receive the greatest praise. I should feel very much obliged to you if you would make known my thanks to the Representatives of the United States.

I remain Sir
Your most obedient servant
C. C. Duncan

20/1

No 149 United States Consulate
at Hiogo and Osaca Japan
Hiogo 6th Sept. 1869

Hon C. E. Delong
Envoy Extraordinary &c Minister Plenipotentiary
for the United States of America to Japan
Sir

Captain James Tisk Perkins
Master of the American Brigantine "Admiral"
of Shanghai China reports that on
the 29th Ultimo his vessel went
a shore on the beach of Arimos
a point some 30 miles from Osaca
on the coast the vessel is represented
as a total wreck. Just prior to her
stranding six of her crew were
washed overboard, three of these men
washed ashore and saved by the
Japanese the remaining three by
drowned

//

name Wm Dirtman a German subject
E. Williams Norwegian and Thomas
Lindsey American Citizen it is
supposed were drowned as they had
not been found up to the P.M.
of the 31st Ultimo at which time
Captain Perkins informed me, he
left. Simon, The remainder of
the ships company & all are
reported to be in a comfortable
condition. The natives both officials
both officials and private individuals
are reported as having attended
every kindness and attention in
their power to the sufferers
The vessel was insured in Lloyds
Rome office and the Agent of the
latter Company has been duly
notified and will to day or tomorrow

send

and assistance to the locality

I have not requested the Spanish Authorities to send the sailors to this port as it would involve a fatiguing days journey overland and the relief would still afford them the quickest and safest assistance.

The reported kindness of the Spanish Governor deserves commendation.

I am Sir

Your obedient Servant

Daniel Turner

Consul

C E Delong
Minnatie

No 473

Dated Sept 18th 1873

2 Enclosures

Reporting wreck
of American Brigantine
"Admiral"

Acknowledged Dec 24
Dis. 29 Nov

Mr Bradley

U.S. Legation Japan

September 18th 1873

RECEIVED
OCT
23
1873
DEPARTMENT OF STATE

No 476

Sir

C. E. De Long

U.S. Minister

Contents.

The Japanese Government forwards Captain Cobb of the P.M.S.S. Steamer China, through this Legation the Sum of Five hundred Yen on account of his exertions in rescuing some distressed Japanese Sailors

No 476. Legation Japan
September 18th 1873.

Sir,

I have the honor to advise you of the receipt by me of a Note from the Japanese Gvernment (Enclosure No 1) expressing Thanks 1/476
to Captain Cobb of the Steamer China; and with the same I also received the sum of three Hundred Yen which I was requested to present to the Captain.

I at once acknowledged the agent of the Steamship Co a Note (Enclosure No 2) forwarding to his care for 2/476
Captain Cobb, a copy of the note from the Japanese government and

Hon Hamilton Fish also
Secretary of State
Washington D C

also forwarded the money to him.
On the 16th inst- I received a reply
from the Agent- expressing his
3/4/76 thanks (Enclosure No 3)- whereupon
I at once addressed a reply to the
government- advising of my action
4/4/76 (Enclosure No 4) and forwarding
copy of the Agents Note.

I remain
Sir -
Your Most obedt Servt -
O. E. DeLong

List of Enclosures
No 1. Note from Japanese Govt to DeLong
No 2. DeLong to Agent of P.M. S.S. Co
No 3 Agent to DeLong
No 4. DeLong to Japanese Government.

Copy of Translation.

Foreign Office 14th 9th Month 6th year Meiji

Your Excellency

I have the honor to report your Excellency that I was reported by Mr Doi Taku Governor of the Kanagawa Ken that in the 10th month of last year Tamura Rocuku and ten others the inhabitants of Toki had left the bay of Ishinomaki in a Japanese junk and they have met a violent storm on their way and were in a great distress. On the 10th of the 5th month last they have been fortunately rescued by the C. M. de Chimia. and all of them were brought to Yokohama on safety on the 13th same month at-

1/

at the same time I beg to forward you the sum of 300 Rios for the acknowledgment of kind services rendered by the Captain of the P. M. S. S. China and request to transmit it and convey my acknowledgment to the Captain. With respect and consideration.

I am Sir
Your ob. Servt.
H. J. Wm. Bonnetti for F. R.

Copy

No 211.

U.S. Legation Japan

Sept. 13th 1873

Captain George E. Lane

Agent P.M.S.S. Co.

Sir

I have the honor to advise you that on yesterday I received a note from the Japanese Minister for Foreign Affairs returning the thanks of this Government to the Captain of the Steamer "China" for having rescued some shipwrecked Japanese (Coolies not) and also tendering the Captain as a present the sum of five hundred Dollars which money as received I beg leave to forward herewith to your care respectfully requesting an acknowledgement.

I remain Sir
Your obdt. Svt
E. Peshine Smith

Agency of Pacific Mail Steam
Ship Company Yokohama
Japan Sept. 16th 1873

Hon Charles E Delong
U.S. Minister &c &c to Japan

Honorable Sir

I have the honor to
acknowledge the receipt of your No 211
covering copy of translation of letter
you received the 15th inst from the Minister
for Foreign Affairs. Same landing
me three hundred (300) Rios to hand
Capt. Wm Cobb of the str. "China"
for rescuing Eleven (11) Japanese
seamen from a wrecked junk &
sea in May last. I will give
me much pleasure to hand same
to Capt. Cobb. who will appreciate
the kind remembrance of the
Japanese

Japanese Government at same time, we know that the Capt. did not expect compensation of any kind for rendering aid to distressed sailors in such condition as they were, & having his good fortune (as well as theirs) to fall in with them & rescue it gave him most satisfaction to know he was the instrument in saving them from a lingering death. It is gratifying to this Agency to know the Japanese Government appreciates such acts, which we have the honor to acknowledge.

I have the honor to be
Your obdt Servant.
Geo C Lane.
Agt

Copy

No 69. Legation of the United States

Yokohama. Japan Sept 12th 1873

His Excellency

Sayeshima Tanomi

Minister for Foreign Affairs

Yedo Japan

Sir

Acknowledging the receipt of Your Excellencys communication dated the 14th inst. forwarding three hundred Rios as a present to the Captain of the P.M.S.S. "China" I beg to advise you that I immediately laid the matter before the Agent at this port and received the enclosed reply (Enclosure no1)

I have the honor to remain

Sir

Your most obdt svt

C E DeLong

C. C. DeLong

Yokohama

No 476

Dated Sept. 18th 1873

4 Enclosures

Japanese Government
presents Capt. Cobb of the
P. M. S. S. Co's steamer with
300 Yens for rescuing
shipwrecked Japanese

From Mr DeLong late U.S. Minister to Japan.

Nagasaki.

20. Sept. 73. (2)

PRESIDENT GRANT

.WASHINGTON. LAKOWATA WILL TAKE ME HOME 157

X2 Rp

IF YOU WILL SO DIRECT I WOULD FEEL

OBLIGED DE LONG. KASBURG. XX. NAGASAKI.

Presidents endorsement underneath second slip as follows: "Referred to Sec of State. No objection that I know of. U.S. Grant."

acknowledged Dispatch Oct 24 Delivered Oct 24

No. 477 United States Legation

in Japan

Yokohama September 22nd 1873

From

E. C. Dixon

U. S. Minister

RECEIVED OCT 23 1873 DEPARTMENT OF STATE

A

Contents

General news.

FOREIGN AFFAIRS 74

Copied

No 477 United States Legation
to Japan
Yokohama September 22. 1873.

Sir;

Since the date of my last despatch
His Royal Highness the Duke of Genoa
has been entertained by His Majesty
the Emperor as his guest.

Amongst other entertainments, a
grand review of the troops in Tokio
was held, at which I had the
honor of being present by invitation.

Some seven thousand men were
reviewed, mainly of the line.
All armed, drilled and uniformed in
foreign style. They

Hon. Hamilton Fish
Secretary of State

They executed their various evolutions to the surprise and gratification of all the foreigners present.

After the review was over, we proceeded to the Castle Grounds. where the Emperor descended from his Carriage and promenaded for an hour or two with us on foot. He was dressed throughout in foreign uniforms, as were also his officers of the Household

& grands & soldiers of any sort, were in or about the Palace Grounds.

After the promenade, His Majesty entertained us at breakfast in a Pavilion in the Grounds.

The table was set, and the meal served throughout in foreign style

While we were dreaming the

the meal, a Band of Japanese Musicians, thirty in number, dressed in scarlet uniform, discoursed foreign airs on foreign instruments.

The Band was equipped in all respects like the Band of the British 10th Regiment formerly here.

I have detailed these particulars, to attract your attention to the remarkable change between the custom of this Court as they were when I arrived here, and as they now are.

On the 16th instant, His Excellency Iwakura Tomomi returned via Shanghai, on board the American Steamer "Golden Age."

He was received with great enthusiasm by the Government

and the people.

The next day after his arrival, he sent me a very polite invitation to breakfast with him, which I was prevented from accepting, by the very severe illness of one of my children. Whereupon, he sent me a very kind expression of his feelings.

A few days subsequently, in company with Mr Rice, I called upon him. He received me with the greatest cordiality, and expressed in a heartfelt manner his deep sense of obligation to the Government and people of the United States, for the extreme courtesy which marked his reception and treatment while there. He also honored me by expressing his warm personal and

official regards.

The general news of the country is somewhat unimportant.

A general state of quietness prevails, and the prospect for abundant crops is a fair one.

The Duke Minister having gone away for a short time has confided the business of his Legation, temporarily to my charge.

I am, Sir,

Your obt servant

C. E. DeLong

Lt Col Delong

Inmate

No 477

Dated Sept 22nd

General Store.

Ask'n Genr

Legation Sept 23rd 1873

No 418

Sir

Gen de Long

Minister

Continits

Forwarding Sea Reports

RECEIVED
OCT
23
1873
DEPARTMENT OF STA

No 478 Legation of Japan

Sept 28th 1873

Sir

I have the honor to forward herewith copy of Report of prices of Tea at Yokohama (Enclosure No 1) 1/11 and also from Kobe. Enclosure No 2 2/11

I am Sir

Your obedient Servant

C E De Long

Hon

Hamilton Fish

Secretary of State

Washington DC

No 287 U. S. Consulate

Kanagawa Sept 20th 1873

Hon L. C. Delano

U. S. Minister

Sir

I have the honor to report the following for the current prices of teas at this port during the past month.

Good Common 822@26 per picul

Medium. 27@30 " "

Good do 31@34 " "

Fine " 36@38 " "

Finest " 40@45 " "

Choice " 48 and up

I am Sir

Your obdt. Servant

L. C. Shepard

Vice Consul.

Hiogo and Osaka Prices Current and Market Report.

Published under the direction of the Hiogo and Osaka General Chamber of Commerce.

No. 60. HIOGO-OSAKA, SEPTEMBER 18TH, 1873.

The Pacific Mail steamer, with dates from New York to the 6th August, arrived on the 13th instant. Part of the English Mail, giving dates to the 25th July, arrived on the 15th instant. Latest dates from Yokohama are to the 13th, from Nagasaki to the 15th, and from Shanghai to the 12th instant. Telegrams from London extend to the 12th instant.

Imports: A larger business has been done, chiefly in Grey Cottons.

Tea: Settlements are on a larger scale, and prices are higher.

Exchange: Unsettled.

IMPORTS.

Although the advanced season should have led, at least, to the beginning of a better business for Imports generally, it has remained, on the contrary, very dull, and nearly all prices are again lower.

COTTONS.—During the last few days an active demand for GREY SHIRTINGS, 8¼lbs., has sprung up, causing a fair business at improved rates, and the article closes firm, with still improving tendency. 7lbs. are neglected. COTTON YARNS, in all numbers, remained dull throughout the month, and prices have further declined. For BLACK VELVETS there is a better feeling at the close, and rates are higher.

WOOLLENS and WOOLLEN MIXTURES are still very much neglected. The better enquiry for Black Goods, such as LASTINGS, CLOTH, UNION CLOTH and PILOTS, noticed last month, has not continued, and prices have considerably declined, especially in consequence of heavy arrivals, closing almost nominal. MOUSSELINES too are, for all kinds, weaker.

METALS are quiet, and Sugar is in more demand, at better rates.

EXPORTS.

TEA.—

Settlements for the past month amount to about 5,100 piculs, and late purchases have been made at an advance on rates ruling at the end of August. Purchases for the season are some 10,000 piculs less to date than for the same time last year. Stocks, consisting principally of Good Medium and Fine grades, are about 4,200 piculs. There are no vessels loading at this port. The present P.M. Mail steamer takes about 250 tons to America, and for transhipment at Yokohama about 450 tons.

MISCELLANEOUS.—

COPPER.—Almost the only demand at present is for China, settlements comprising 570 piculs. Supplies are said to be limited, and prices are consequently firmer.

BRONZE.—No business doing, stocks being apparently exhausted.

TOBACCO.—No purchases worth mentioning are reported, and stocks are now accumulating. Holders still ask much higher prices than buyers are prepared to give, and prices may therefore be considered quite nominal.

WAX.—Settlements are reported at 400 piculs, and prices have again declined.

CAMPHOR.—Settlements 100 piculs only, and quotations are again lower.

RICE.—Some demand has sprung up for export to Europe, total settlements during the month being reported at 35,000 piculs. It is as yet too early to form any opinion as to the yield of the growing crop. The *Taitsing* is loading for London, and two other vessels have been taken up for Europe and one for the Colonies.

EXCHANGE AND BULLION.

ON LONDON.—Sterling rates, which at one time touched 4s. 3⅛d. for Bank Drafts, have slightly improved, but close weak, as follows:—Bank Drafts, at 6 months' sight, 4s. 3¾d.; A1 Credits, 4s. 4¼d.

ON YOKOHAMA.—Bank Drafts, on demand, are offered at ⅛ per cent. discount, and Private Paper, at 10 days' sight, is quoted ¾ per cent. discount.

ON SHANGHAI.—The rate for Bank Drafts, on demand, is 74, nominal, and for Private Paper, at 10 days' sight, 74½, nominal.

LOCAL CURRENCY.—Gold Yen declined during the month to 4 per cent. discount, and are now quoted at 2⅞ @ 3 per cent. discount. Silver Bus are 317, and Kinsats, Yen 103 per Mex. $100.

IMPORTS.

ARTICLES.		PRICES IN DOLLARS.		DELIVERIES FOR MONTH ENDING SEPT. 15TH.		REMARKS.
COTTON YARN:						
Nos. 16 *a* 24	per bale	115.00 *a*	118.00	bales	130	Extremely dull
28 *a* 32	„	120.00	125.00			
38 *a* 42	„	Nominal.		...		
COTTON PIECE GOODS:						
GE Grey Shirtings,						
7 lbs., 38 yds. 39 in.	per piece	2.12	2.15			Neglected and weaker
8¼ *a* 8½ lbs. „ „	„	2.57	2.62	pcs.	48,650	Very firm, with a good demand
9 „ 44 in.	„	2.80	2.82			
GE White Shirtings,						
56 *a* 60 reed, 40 yds. 36 in.	„	2.60		„	200	Limited enquiry
64 *a* 72 „ „ „	„	...				
T-Cloths, 6 *a* 7 lbs.	„	1.80	1.85	„	200	Quotation is for 7lbs.
Drills, Dutch, 40 yds.	„	3.10	3.15			Nominal
„ English „ 15 lbs.	„	3.40	3.45	„	1,500	Better feeling
Chintz, Assorted, 24 yds. 30 in.	„	1.50	2.25			Saleable
„ Turkey Red „ „	„	2.60	2.70	„	3,221	Difficult of sale
Turkey Red Cambrics „ „ 2¾ *a* 2½ lbs.	per lb.	0.80	0.90	...		Neglected; prices nominal
Velvets, Black	per piece	8.75	9.50	„	2,318	Better feeling, with more enquiry
Sateens, Black, 32 in.	per yard	0.14	0.16½	„	2,200	Saleable
Victoria Lawns	per piece	0.85	0.87½	„	389	Nominal at the decline
Taffachelass, Double Weft, 12 yds. 48 in.	„	3.00	3.50	„	600	In good demand
„ Single „ „ „	„	2.60	3.00			
WOOLLENS AND WOOLLEN MIXTURES:						
Camlets, *SS*, Scarlet	per piece	18.00	18.50			
„ Black	„	16.00	16.50	„	260	Both saleable
„ Assorted	„	16.50	17.00			
Lastings, Black, 30 yds. 31 in.	„	14.00	14.25		640	In less demand
Italian Cloth, Black, 32 in.	per yard	0.23	0.25		1,580	
Orleans, Figured, 30 yds.	„	5.50	5.75	„	3,134	Saleable at improved prices
Orleans, Black, Plain, 42 yds. 31 in.	„	6.50	7.25			Saleable, but without much enquiry
Camlet Cords, 30 yds. 31 in.	„	...		...		Nominal
Mousselines de Laine, 30 to 31 in., Plain	per yard	0.15	0.19			Less demand
„ 30 to 31 in., Figured	„	0.18	0.21	„	16,340	Saleable at quotations
„ 30 to 31 in., Printed	„	0.23	0.33			Saleable, but prices weaker
Thibets, 43 *a* 44 in.	„	0.23	0.27		200	Less enquiry
Cloth, Black, 56 in.	„	1.25	1.50			
„ Union „	„	0.60	0.90			
„ Pilots, 54 *a* 56 in.	„	0.45	0.75	„	516	Considerable decline in prices, which are mostly nominal
„ Presidents, „	„	0.92½	0.95			
„ Sealskins, „	„	0.55	0.80			
Long Ells, Scarlet, 12 lbs.	per piece	7.75	8.25		100	
Blankets	per lb.	0.40	0.42		1,052	Saleable at improved prices
METALS AND SUNDRIES:						
Iron, Bars	per picul	4.60				
„ Nail Rod 1/4 *a* 1/16 in.	„	4.12	5.15	pls.	1,653	Prices are firm; stocks very small
„ Hoop	„	4.80				
Lead	„	...			71	
Tin Plates	„	..		...		
Spelter	„	...		...		
Steel	„	5.00		...		
Sugar, Canton, White, No. 1 Shekloong	„	8.10				
„ „ „ „ 2	„	7.32				
„ Swatow Brown	„	4.00		„	3,240	Prices have improved, except for Formosa
„ Formosa	„	4.12				
Raw Cotton, Shanghai	„	16.50		...		Nominal
Peas, Newchwang	„	1.58		...		
Pea Oil	„	7.25			710	

EXPORTS.

TEA.

COMMON	— *a* 19	FINE	$ 36 *a* 40
GOOD COMMON	$ 21 *a* 24	FINEST	„ 42 *a* 46
MEDIUM	„ 26 *a* 28	CHOICE	„ 48 *a* 52
GOOD MEDIUM	„ 30 *a* 34	CHOICEST	„ 54 *a* 60

GENERAL PRODUCE.

Mushrooms	$	30.00 *a* 33.00	per picul	Cuttle Fish	$	17.50	per picul	Rapeseed Oil	$	25.00 *a* 26.00	per koku
Isinglass	„	29.00 *a* 31.00	„	Sharks' Fins	„	25.00 *a* 35.00	„	Copper, Rough	„	None	per picul
Wax, Vegetable	„	13.00 *a* 13.50	„	Seaweed, fine cut, Green	„	3.15 *a* 3.50	„	„ Bar and Slabs	„	23.00 *a*	„
„ Bees	„	40.00 *a* 45.00	„	„ Long	„	2.50 *a* 3.00	„	Bronze	„	None	„
Dried Shrimps	„	17.50 *a*	„	Tobacco,	„	4.50 *a* 6.00	„	Camphor	„	14.50 *a* 15.50	„
Rice	„	1.70 *a* 1 94	„								

(All Quotations are in Mexican Dollars.)

Export of Tea from 18th May.—General Exports from 1st July, 1873, to date.

Date of Clearance.	Ships.	Destination.	Tea, lbs.	Raw Silk, bales of 80 catties.	Silkworms' Eggs, cards.	Waste Silk, bales.	Wax, pkgs.	Seaweed, pkgs.	Camphor, tubs.	Tobacco, piculs.	Isinglass pkgs.	Copper and Bronze, piculs.	Treasure, value in $.
1873	Export for Season	1873-74, as last stated	1,097,583	...	...	...	356	4,643	212	2,890	49	3.049	1,779.398
	Previously omitted		...	...	...	...	...	900	121	...	186	1,722	92,000
g. 18	Rolling Wave	Chefoo	...	...	...	...	...	4,250	...	...	190	...	...
18	Costa Rica	Yokohama	211,100	...	...	...	...	...	...	...	...	...	556.707
21	Golden Age	Shanghai	...	...	...	...	...	606	...	...	...	...	30,100
23	Hawaii	Yokohama	...	...	...	...	233	350	...	...	...	...	...
23	Aden	Shanghai	...	...	...	...	227	896	42	...	28	7	...
26	Oregonian	New York	10,745	...	...	...	...	...	...	...	...	217	262,690
28	Costa Rica	Shanghai	...	...	...	...	...	155	...	...	...	...	27,300
pt. 2	Yokohama	Yokohama	158,850	...	...	...	...	...	...	...	...	...	104,800
5	Oregonian	Shanghai	...	...	...	...	...	700	...	...	...	...	19,600
11	Golden Age	Hongkong	49,680	...	...	...	...	...	...	...	...	...	15,350
13	New York	Shanghai	...	...	...	...	...	96	29	...	...	129	49,396
		Total	1,527,958	...	...	...	816	12,596	404	2,890	453	5,124	2,937,341

Recapitulation of Total Export of Tea.—Season 1873-4.

To New York and Boston.	To Chicago.	To San Francisco.	To Canada.	To London.	Coastwise.	To China.	Total.
974,011	132,730	59,465	...	...	361,752	...	1,527,958lbs.

Comparative Table of Export.—Season 1873-74.

Season—	TEA.—lbs.						SILK.—Bales of 80 catties.					
	1873-74.	1872-73.	1871-72.	1870-71.	1869-70.	1868-69.	1873-74.	1872-73.	1871-72.	1870-71.	1869-70.	1868-69.
astwise	361,752	468,335	478,697	1,356,297	211,837	No returns	...	7	137	91	228	No returns
other ports	1,166,206	1,486,174	1,243,337	...	61 712		...	8	193	...	124	
Total...	1,527,958	1,954,509	1,722,034	1 356,297	273,585		...	15	330	91	352	

SHIPPING.

ARRIVALS.

Date.	Vessels.	Flag.	Tons.	Where From.
Aug. 20	Golden Age	P. M. str.	1900	Yokohama
21	Ziba	Brit. bark	495	London, via Yokohama
24	Oregonian	P. M. str.	1615	Shanghai and Nagasaki
26	Washi	Brit. str.	221	Shanghai
28	Costa Rica	P. M. str.	1970	Yokohama
28	Cassandra	Ger. str.	937	London, &c. via Y'hama
31	Aden	Chi. str.	850	Shanghai and Nagasaki
Sept. 1	New York	P. M. str.	2481	do.
3	Rebecca	Ger. schr.	422	Takao
4	Oregonian	P. M. str.	1615	Yokohama
4	Carisbrooke	Brit. str.	854	London, &c. via Y'hama
6	Orange Grove	Brit. bark	385	Newcastle, N.S.W
9	Golden Age	P. M. str.	1900	Shanghai and Nagasaki
12	New York	do.	2481	Yokohama
15	Trafalgar	Brit. str.	857	London, &c. via Y'hama
16	Costa Rica	P. M. str.	1970	Shanghai and Nagasaki
16	John Milton	Brit. ship	615	Liverpool, via Yokohama
16	Wing Ning	Chi. str.	260	Shanghai and Nagasaki

DEPARTURES.

Date.	Vessels.	Flag.	Tons.	Destination.
Aug. 18	Rolling Wave	Am. schr.	272	Chefoo
18	Costa Rica	P. M. str.	1970	Yokohama
21	Golden Age	do.	1900	Nagasaki and Shanghai
23	Hawaii	Brit. brig.	240	Hongkong
26	Oregonian	P. M. str.	1615	Yokohama
29	Costa Rica	do.	1970	Nagasaki and Shanghai
Sept. 2	New York	do.	2481	Yokohama
2	Aden	Chi. str.	850	Nagasaki and Shanghai
4	Cassandra	Ger. str.	937	Shanghai
5	Oregonian	P. M. str.	1615	Nagasaki and Shanghai
5	Washi	Brit. str.	221	do.
11	Amra	Swed. sch.	162	Chefoo
11	Golden Age	P. M. str.	1900	Yokohama
12	New York	do.	2481	Nagasaki and Shanghai
13	Rebecca	Ger. schr.	422	Tientsin
13	Carisbrooke	Brit. str.	854	Swatow and Hongkong
17	Trafalgar	Brit. str.	857	Shanghai

IN PORT.

AT HIOGO (Kobé).—Steamers.—American: Augusta,—Costa Rica (for Yokohama, with Mail). German: Peiho. Chinese: Wing Wing (for Nagasaki and Shanghai.)

Sailing Vessels.—British: John Milton,—Orange Grove (for Sydney),—Royal Minstrel (for Falmouth, for orders),—Ziba (for Europe.)

AT OSAKA.—Sailing Vessel.—British: Taitsing (for London.)

FREIGHTS.

Yokohama, per steamer—$3 per ton. To Nagasaki—$3 per ton. To Shanghai—$6 per ton. To London—£ 3 10s. per ton. To Sydney—£1 12s. per ton.

JNO. C. ABELL,—*Secretary.*

THE ONLY PORT CHARGES ARE AN ENTRANCE FEE OF $15 AND CLEARANCE $7

No 1. ackn & ans & rec'd 7 Nov

Mr Berdan

Yokohama, Japan,
September 25th 1873.

Mr Bingham, U. S. Minister.
to the
Hon. Secretary of State.

Subject.

Announces his arrival at Yokohama and his intention to enter upon the discharge of official duty as soon as practicable.

No 1.

Yokohama, Japan.
September 25th 1873.

Sir:

I have the honor to inform you that I arrived at Yokohama this day, and that I shall enter upon the discharge of the duties connected with my office at the earliest moment practicable.

I am, Sir,

Your obedient servant,

Wm. A. Bingham

The Honorable,
The Secretary of State,
Washington, D.C.

Adv Nov 5

No 2. Ask'g Stor de Berdan.

Yokohama, Japan,
September 27. 1873.

Mr Bingham, U. S. Minister,
to the
Hon. Secretary of State.

Subject.

Reports correspondence with
C. E. DeLong, Esq. his predecessor
relative to the delivery of the
Legation archives &c.

Appendices.

A. Mr Bingham to Mr DeLong.
B. Mr DeLong to Mr Bingham.
C. Mr Bingham to Mr DeLong.

No 2.

Yokohama, Japan,
September 27th 1873.

Sir:

Immediately on my arrival, on the 25th instant, I addressed a communication to Mr DeLong, my predecessor, informing him of my arrival, and of my readiness to assume the duties of the office of Minister of the United States to Japan. Mr DeLong replied to the effect, that while he was

The Honorable,
The Secretary of State,
Washington, D.C.

was anxious to render me every aid in his power, still, having had no official notice of the acceptance of his resignation, he suggested that I should submit my credentials for his Examination, that he might have warrant for surrendering to me his trust and the property of the Legation. I, accordingly, authorized Mr Stevens, Secretary of Legation, to submit my commission for Mr DeLong's inspection, and addressed a communication to the latter gentleman to that effect.

Copies of the correspondence on the subject are enclosed herewith

herewith, marked, respectively,

A, B and C.

I am, Sir,

Your obedient servant,

Jno. A. Rinehart

Appendix A. No 2.

Copy.

Yokohama, Sept. 25. 1873.

Sir:

I have the honor to advise you of my arrival this day, and to inform you that I am commissioned by the President of the United States of America as Envoy Extraordinary and Minister Plenipotentiary to reside near the Court of His Imperial Majesty

C. E. C. E. De Long,
Envoy Extraordinary and Minister
Plenipotentiary of the U. S. of America.

1/

Majesty, the Emperor of Japan,
and I desire to signify my
readiness, at your earliest
convenience, to receive the
archives and assume the duties
of the office.

Will you kindly
intimate to Mr D. W. Stevens,
the duly commissioned Secretary
of Legation, the bearer of this,
when it will be agreeable
to you to take the steps
necessary to my installation
into the duties of the office.

I have the honor
to be, Sir,

Your very respectfully,

(Signed) Jno. A. Bingham

Appendix B. No 2.

Copy.

United States Legation
No 218. in Japan.
Yokohama. September 27th 1873.

Sir:

I have the honor to acknowledge the receipt of your communication of date the 25th instant, advising me of your arrival, of your being commissioned by the President of the United States of America as Envoy Extraordinary and Minister Plenipotentiary of the United States of America to reside near the Court of his Imperial Majesty, the Empe-

ror

of Japan, and of your readiness, at the earliest possible moment to receive the archives and assume the duties of this office &c.

In reply, I beg leave to state that the Hon Secretary of State has not communicated the information to me that my resignation has been accepted, that you have been commissioned to succeed me, nor have I received the customary instructions to announce these matters to this Government, and to surrender the archives of the Legation into your possession, and surrender my trust to you, except that, in an instruction upon another subject, the Hon Secretary incidentally

mentions to me that you will be urged to hasten here to relieve me.

This condition I am disposed to attribute solely to accidental omission, and as I advised you in an interview on yesterday, I am disposed to assume this information to have been given, and the instruction to be unnecessary; and to attend no hindrance, but all aid in my power, to assist you in obtaining an audience with His Majesty the Emperor, and full relations with his Ministers and our colleagues, the other Representatives of the Foreign Affairs: and when you are thus installed, I shall with pleasure instantly transfer

to your possession all property, archives &c. of, and belonging to the Legation now in my possession. This I arranged, verbally, with you yesterday, and, as I then promised you, I at once addressed the Minister of Foreign Affairs a note advising him of your arrival, and requesting him to appoint as early a day as possibly convenient to receive us, that we might arrange the business of the audience with His Majesty.

By your note of to day, I infer that it is your desire to regulate all of these matters by correspondence. I therefore beg to suggest to you the propriety of your submitting to my examination the credential

you bear with you, that I
may have at least the
color of warrant for surrendering
my trust and this property.

I embrace this occasion
to further assure you, Sir
Dear Sir, that I hold
myself in readiness to
perform any duty or do any
reasonable thing to aid you
in any manner you may desire
to obtain a ready and full
knowledge of the business of this
Legation, and to situate you
in full and pleasant relations
with this Government and
your Colleagues.

I am, Sir, Your obedient servt.
(Signed) C. E. DeLong.

His Excellency, John A. Bingham,

Envoy Extraordinary and

Minister Plenipotentiary

of the United States of America.

Appendix C. No 2.

Copy.

Yokohama Sept. 27. 1873.

Sirs

I have the honor to acknowledge the receipt of your communication of this instant, advising me of the receipt of my note of the 25th instant, in which I informed you of my arrival in Yokohama, and of my appointment as Envoy Extraordinary

H. E. C. E. De Long.

Envoy Extraordinary & Minister Plenipotentiary of the U. S. of America.

Extraordinary of the United States
of America to Japan, and of
my readiness, at your earliest
convenience, to receive the archives
&c. of the Legation, and to enter
upon the duties of the office.
In accordance with the desire
expressed in your communication,
I have authorized Mr D. C. Stevens,
Secretary of Legation, to submit
for your examination the credentials
which I bear with me from the
Government of the United States
of America, as Envoy Extraordinary
and Minister Plenipotentiary to
Japan.

In further reply to your
note of this date, allow me to
add that I have no desire

to trouble you with unnecessary correspondence, and that I addressed you the note of the 25th instant only because I thought it due alike to you and to myself.

I am, Sir,

Your obedient Servt,

(Signed) Jno. A. Bingham.

file

Yokohama, Japan, Mr Berdan
September 28th, 1873.

DEPARTMENT OF STATE
NOV 4 1873
RECEIVED

Sir:

I have the honor to advise you of my arrival in this place on the 25th inst.

In consequence of the reported failure of Cleves, Cabicht & Co of London, I have deferred forwarding to that firm the letter of credit furnished by the Department, deeming it best, under the circumstances, to await definite instructions

From

The Honorable,
The Secretary of State,
Washington, D.C.

from the Department.

I have the honor

to be, Sir,

Your obedient servant,

D. W. Stevens.

Secy. of Legation.

Mr Burdan

United States Legation
No 5. in Japan
Yokohama Sept 30 1873.

DEPARTMENT OF STATE
NOV
4
1873
RECEIVED

Ms
Nathan S Kin Interpreter
to State Department

Contents
Forwarding Salary account
for quarter ending Sept 30.

Enclosures 3.
Auditor
Nov 8 rep

Legation of the United States
No 5. in Japan
Yokohama Sept 30 1873.

Sir.

I respectfully submit my salary account for the quarter ending this day Enclosure No 1. together with the required vouchers for drafts drawn this day. Enclosures Nos 2. and 3.

I beg to state, that rumors of the failure of the Banking house of Messrs Clunis Habicht & Co London caused great difficulty in selling the

Hon Wm Hunter
Asst Secretary of State
Washington D.C.

the drafts, and I was finally compelled to add to the usual form of address at the bottom of the draft, "or U.S. & Co Bankers." This was done by the advice of the Chartered Mercantile Bank here who were the purchasers.

Trusting all will meet with your approval, I remain

Very Respectfully

Nathan Sites

Interpreter & Legation

in Japan

List of Enclosures

No 1. Salary a/c

No 2. Voucher No 1

No 3. Voucher No 2.

Mr Burden

DEPARTMENT OF STATE
NOV 4 1873
RECEIVED

No 6

Legation of the United States

Yokohama Japan Oct 1st 1873

C. E. L. Berry.

to State Department

Contents.

Forwarding salary account for quarter ending Sept 30th 1873

Auditor

Nov 8. 73

No 6 Legation of the United States
Yokohama Japan Oct. 1st 1873

Sir

I have the honor to forward herewith my salary account for quarter ending Sept. 30th (Enc No 1) 11/6
also Voucher for same (Enc No 2) and 2/6
Voucher for loss by Exchange (Enc No 3) 3/6

Trusting the same may meet with your kind approval

I remain Sir
Your obedient Servant
E. A. Perry.

Hon Hamilton Fish
Secretary of State
Washington D.C.

List of Enclosures.

No 1 Statement of Salary account
No 2 Voucher for Salary draft
No 3 Voucher for loss by Exchange

C. De L. Barry.
Secretary of Legation

A. C.

Dated Oct. 1st

Salary account
for quarter ending
Sept 30th 1893

file 2 Nov 4 ack 7 Nov Berday

Copied

DEPARTMENT OF STATE
NOV 4 1873
RECEIVED

Pl

Legation Japan

October 12. 1873.

No 479

Sir

Edward Seeq

Minister

FOREIGN Relations '74

Contents.

Has obtained release of a Native Christian. Convert.

copied

No 479 Legation Japan

October 1st 1873

Sir.

I have the honor to inform you that during the month of May last Rev James H Ballagh a Missionary of the Reformed Church of America called upon me and invoked my assistance to obtain the release of a Japanese subject named Ogawa Seito who had been arrested and imprisoned on account of his having become a convert to Christianity

Considering this to afford an excellent opportunity for putting to the test the recent assurances these authorities had given me that Japanese subjects should no longer

Hon

be

Hamilton Fish

Secretary of State

Washington D C

longer be punished for performing Christian

I addressed a Note on the 25th of May to the

Minister calling his attention to the subject

and requesting the release of the persons

1/4/99 (Enclosure No 1)

I am happy to inform you that my

efforts proved successful and that he was

released and his release announced to me

2/4/99 in a Note by the Minister (Enclosure No 2)

This I communicated to the Revd Mr

3/4/99 Ballagh by Note. (Enclosure No 3) and

in reply received a note of praise and thanks.

4/4/99 (Enclosure No 4) _ It affords me considerable

pleasure to advise you of this circumstance

in proof that I have been as ready to serve the

cause of Protestantism as that of Catholicism

I am Sir

Your obedient Servant

C E de Long

List of Enclosures.

No 1 – Mr De Long to Minister for Foreign Affairs

No 2. Minister in Reply

No 3. Mr Long to J. H. Ballagh

No 4. Ballagh in reply.

copy

No 43. U.S. Legation Japan

May 23rd 1873

His Excellency

Ozeno Kagenori

Second Asst Min for Foreign affairs

Sir

Rev J. H. Ballagh an American gentleman has in an unofficial manner called my attention to the fact that during the month of April last a Japanese named Tatagawa Sho was arrested by your local authorities at Nagasaki and imprisoned in the premises of Chikugen and that he is now in confinement at the Sho he also in the city of Yedo

This young man it seems was the private teacher of a foreign Gentleman at Nagasaki and a resident at-

at his house. The true and only reason for his arrest - it is claimed is the fact that he became a convert to and a professor of the Christian religion at all events no other cause is known to have existed for this action.

As I have been assured repeatedly by Mr Bayard that all persons heretofore arrested for this cause should at once be discharged from arrest and allowed to return to their homes. I presume that this individual case has been accidentally overlooked I should hail with great pleasure the proofs of good faith on your part which the immediate release of this man would

furnish to the christian world
For being in the city of Fido
it will be in your power to
at once investigate the cause of
his arrest and take the proper
action. I feel authorized to call
your attention to this matter by
the fact that I have been given
the assurance mentioned which
I have communicated to all of the
Governments I have the honor to
represent. I wish also by claiming
the release of this man to prove
to the satisfaction of these same
Governments the entire readiness
of His Majesty's Authorities to
execute fully all that has been
promised.

I have the honor to remain &c
Your most obed't humble
C C Adams

copy

Copy of Translation Foreign Office Tokei

20th of 3rd month

of 6th year Meiji

Low Esquire.

I have the honor to

acknowledge the receipt of your

despatch bearing date of the 23rd

of May 1873 and stating that Tutagawa

Shido had been arrested at Nagasaki

In reply I have to state that upon

enquiries made of the proper

authorities on the subject I found

that he had been already released

With respect & consideration.

Sayashima Tanemi

Vice Minister for F. A.

Hon L. C. Delong

&c &c &c U. S. of Ass in Japan

Copy

No 216 U.S. Legation Japan

Sept 25th 1873

Sir

During May, last year you sought my intervention in behalf of a Japanese who had been arrested and imprisoned as you believed on account of his being a convert to Christianity On the 28th of that month I addressed this Govt a note in that subject (Enc No 1) and to day I received a note informing me of his release (Enc no 2) This not being a matter strictly within the scope of Diplomatic intervention I have met with many delays but am gratified to be able to announce success.

I have the honor to be Sir Your most obt Svt

C. E. Ludlow

Rev James Ballagh
Yokohama
Japan

Copy

Yokohama Sept. 22nd. 1873

Hon C. E. De Long

U.S. Min. Tokio

Omit

Sir

I have the honor to acknowledge receipt this day of your communication No 216. enclosing copy of your dispatch to H. Mo. Govt on the subject of the release from imprisonment of a Japanese convert to Christianity also a copy of the letter of H.B.M. Minister for Foreign Affs informing you of the release of said convert and I have to thank you in the name of the entire Protestant Christian converts in this part of Japan for your successful and most praiseworthy efforts on this behalf. The more truly does this Christian act

act- redown to your Credit- when
one reflect- that the convert in question
Tutagawa Zto. was one of an English
Missionary at Nagasaki and that
the present representation of H.B.M. Govt.
when applied to in the same way
as, afterwards applied to you failed
to interest himself sufficiently to
even attempt the release.
This is only a certain instance of your
well known readiness to espouse the
cause of the oppressed and to come
to their Extremes.
May the satisfaction of this good
deed and that you have been
the instrument of bringing relief to
many that have been bound in
this land together with their
heart- felt prayers and blessings

for your present and future welfare
ever attend you. Personally I have
to thank you for your prompt and
disinterested efforts in this case as
it reflects the more honor upon
my country to have had so worthy
a Representative. Would ever you
might long be continued to aid in
every good and right cause in
this land but it is a comfort to
remember that the good men do
long survives the term of their political
and natural lives.

I have the honor to be

Sir

Yours most respectfully

James H Gallagh

Missionary of the Reformed Church

in America

C E De Lang

No 179

Dated Sept. 1st 1843

4 Enclosures

Have obtained release of Native christian Converts

file Ack'g Noor

Mr Berdan

Legation Japan

October 1st 1873.

No 480

Sir

I have

the honor

to be

Your

Obt Servt

Minister

Contents.

Have obtained permission for Mr D W

Jones to inspect and report upon the

wild lands of Japan

No 480 Legation Japan

Octobr 1st 1873

Sir

On the 16th of last month I received a note from Mr D B Asp Jr requesting me to obtain permission for him at his own expense to view and report upon the mild lands of Japan with the purpose of aiding this government to put them to a desirable and profitable use (Enclosure No 1) 1/480

On the 18th of the same month I addressed a note to this government submitting the proposal for consideration (Enclosure No 2) 2/480

On the 25th of the same month I received a note in reply from the Minister Hon Hamilton Fish granting

Secretary of State

Washington DC

granting Mr Jones the desired permission
3/480 (Enclosure No 3) and enclosing a
4/480 pass for him (Enclosure No 4)

On the 26th of the same month I
addressed Mr Jones a note advising him
of the result and enclosing him the pass
5/480 (Enclosure No 5)

I feel my confident that Mr Jones
is capable of giving the people good advice
about stock raising and that he will from
purely philanthropic motives render them
good service. I remain to your
kind approval

I am Sir

Your obedient Servant

C E Destiny

List of Enclosures.

No 1 - Mr Ap. Jones to Le Long

No 2. Le Long to Japanese Minister

No 3. Minister to Le Long

No 4. Pass for Mr Jones.

No 5. Mr Le Long to Mr Jones.

Copy

Yokohama Japan
Sept 16th 1873.

His Excellency
Chas C. Delong.
Envoy Extraordinary & Minister
Plenipotentiary to Japan.

Sir.

I have the honor to address you upon the subject of the conversation I had the honor to have with you a few days ago concerning the introduction of sheep into Japan and beg that you will solicit the proper authorities to allow me to make a thorough inspection of this country with a view to ascertain what places are best adapted to this purpose. I would bear all the expenses of this trip myself. The only thing that I would

would require from His Japanese
Majestys Government would be some
letters of introduction to the local
authorities of the districts which I
would have to pass. who might
be able to afford me much useful
information After my return I
would make a full report of my
observations to His Excellency the
Minister for Foreign affairs.
I beg permission to visit first any
the provinces of Saghami + Suruga
and the Country surrounding or
within a radius of 25 ri from
Yokohama. after which I would
direct my attention to districts
farther north. I have had nearly
twenty years of experience in steel
and especially ship raising

in

Nevada Utah and California
and as these states like Japan
embrace a great variety of
surface as well as climate
I am confident that my
report would prove useful
to this Government while
the opportunity which this
inspection would afford me
to see the country would
be ample remuneration for
my labor

I am Sir
Very respectfully
Your obedient Servant
J. N. A. Jame

Copy

No 71. U.S. Legation

Yokohama Japan

September 18th 1873

His Excellency

Tamoru Soyeshima

Minister for Foreign affairs

Yedo Japan

Sir Excellency

I am sorry an American citizen from San Francisco now temporarily residing in Yedo has written to me offering with the consent of H.M. Govt to make at his own expence a thorough inspection of this country with a view to ascertain what places if any would be best adapted to receiving ships. The only condition which he makes is that he

he

he provided with letters of
introduction to the local authorities
of the districts through which
he would have to pass and
upon whom he might have
to call for information
needed by him in the production
of his work, after his return
from his tour of inspection
he proposes to make a full
report to Your Excellency stating
the result of his investigations
and researches. He means to visit
first the provinces of Sagami
and Suruga and the country
around Fusayama within a
radius of 25 ri from it after
which he would direct his attention
to the districts farther north.

Sir

Mr Jones is a gentleman of high
culture and utterly trustworthy
he is the bearer of these letters
of introduction to me of the very
highest nature from leading
Merchants Bankers and business
men of San Francisco he is
one of the most prominent
agriculturists of California and
is a resident of Santa Barbara
county in that State where he
owns vast landed estates and
pasture thousand head of Ship
He has had more than twenty
years experience in this business
not only in California where as it
is the case in Japan new ship
owning was comparatively unknown
before his arrival but also in the
States

states of Nevada and Utah
which embrace a great variety
of surface and climate whereon
he is peculiarly fitted to undertake
the inspection which he proposes
to make and as Your Excellency
has often stated to me that
the Government was anxious to
introduce such improvements
I have thought it well to submit
this my application to Your Excellency

I have the honor to be
Your obedient Servt
C. C. Andrews

Copy of Translation. Foreign Office

The 25th of 9th Month

of 6th Year Meiji

Your Excellency

Acknowledging the receipt of Your Excellency's note of the 16th inst. asking that Mr. Jones an American citizen may have the permission of the Government to make a thorough inspection of this country with a view to ascertain what places would be best adapted to the raising of Silk &c. the provinces of Sagami & Kanagawa and the country around Kusayama and within a radius of 25 ri from it I beg to state in reply that permission to travel in the interior of Japan is not readily granted to foreigners however as to such

reasons - the Japanese Government having been always desirous to take steps in that direction You will therefore be pleased to convey to them that the Government not in compliance with his request asks, particularly him to make the proposed inspection but at his own expences and to forward to them after his return from his tour a full report detailing the places fit for and the necessary care of that nature.

I therefore beg to inclose a pass for free travel in the interior and the above matter has been communicated to the Local authorities of the above mentioned places

as an introduction

With respect & consideration

Sayahmi Tsuoni

Co Sp. No 1 Muster for T.A

Ass'y of Translation.

No. 3

United States Citizen

— Pass —

The above named party is sent through Musashi Suruga Izu Totomi Saiano & Sagami to examine said countries for shipbuilding purposes

He will be passed through the said countries without hindrance

Yamamoto

(Foreign office)

September

1873

Great Seal

Foreign Office

No 7

No 217 U.S. Legation Japan

Sept 26th 1873

Sir

I have the honor to hand you herewith a copy of a dispatch received from the Japanese Government (Enc No 1) also a pass for travel in the interior of Japan transmitted to me with same (Enc No 2)

I have the honorable

Sir

Your most obedt Servt

C E Delong

Hon. Sec. of State.

Yedo Japan

Legation Japan

L & C De Long
Yokohama

No 480

Dated Oct. 1st 1870

3 Enclosures

Have obtained permission for D.S. Officers to visit and report upon mikado of Japan

Ask.

Mr Bingham

Legation Japan

October 1st 1873.

No 481

Hon

C C Lee Long

Minister

Contents.

Salary and Contingent Accounts

Notice of Drafts for same for quarter

Ending Sept 30th 1873. — Forwarding

Vouchers.

Auditor

Nov. 18. 1873

No 481 Legation Japan

October 1st 1873

Sir

I have the honor to advise you that I drew a draft for salary for quarter ending yesterday upon Messrs Chas Halsuchter & Co for the sum of Pounds £619. 16. s 8. d as per account for salary herewith Enclosed. (Enclosure No 1) 1/481

That I also drew a draft upon the same firm for Contingent Expenses of this Legation for the same quarter for the sum of Pounds £2. 19 s 9 d as per account (Enclosure No 2) I also drew a Draft upon you 2/481

for loss by Exchange on Salary account for the sum of $101. 44/100 One Hundred and one 44/100 Dollars Mexican Gold Coin. Have another Draft drawn upon you for the further sum of Twelve Hundred Dollars for loss by Exchange on

Hon Hamilton Fish

Secretary of State

Washington DC

the Draft for Contingent Expenses.
In support of which I beg leave herewith to
Enclose four Exchange Vouchers. (Enclosure
3/4 41 No 3) and in support of my Contingent
Expense account I beg leave to Enclose Nine
4/4 41 Vouchers. (Enclosure No 4)
— As my account for Contingent Expenses
is swelled beyond the one Fourth of four Hundred
dollars I beg to state in Explanation that a
few days since a severe typhoon swept this
place, during its prevalence one of the Flag
posts of my Legation Flag Staff gave way
and for a moment the mast seemed lost.
I had to call in the services of a number
of men to render immediate assistance
and subsequently to put it in proper
repair. — The greatest item however is the
Expense of the Interpreter — I forwarded to you
which I presume needs no further
Explanation

than it; its self affords.

I am Sir

Your obedient Servant

H. H. Delong

List of Enclosures.

No 1. Salary Account

No 2. Contingent Expense Account

No 3 Your Exchange Vouchers

No 5. Ann Vouchrs for Contingent Expenses.

Ack 7 Nov.

Copied

DEPARTMENT OF STATE
NOV 4 1873
RECEIVED

Legation Japan

October 5th 1873

No 482

Hon

E. De Long

U.S. Minister

FOREIGN Relations '74.

Contents

Proceedings taken by the Diplomatic Corps to secure the privilege of Foreigners of trade and travel in the interior of Japan

copied

No 482 Legation Japan

October 5th 1873

Sir.

I have the honor to inform you that Komuraki since my German Colleague Baron Von Brandt forwarded unofficially to me for consideration a draft of Regulations which he proposes submitting to his Colleagues for consideration; and subsequently to this government, for the government of foreigners traveling or doing business in the interior of this Empire (Enclosure No 1) /

Subsequently at a meeting of the Diplomatic Corps these Regulations were considered, when it was resolved to address this government a joint note upon the subject of opening the country freely to foreign trade

Hon Hamilton Fish

Secretary of State

Washington DC

trade and travel, and at the same time to submit a plan thereof in the form of a Code of Regulations.

This course of action was followed and on the 27th of last month. an address was forwarded a print Letter on the subject (Enclosure No 2) and also a Code of proposed Regulations (Enclosure No 3)

1/482
2/482

To this Letter no reply has as yet been received but it is believed by us all that in a few days time we shall be able to agree with this government upon a plan nearly if not quite similar to the one we have proposed and that Japan in a few weeks will be declared open to foreign trade and travel— I regret my inability to assist in concluding this interesting business

I am Sir

Your obedient Servant

O E De Long

Copy

Art. 1

Foreigners not in the employ of the Japanese Government wishing to travel in the interior must address themselves through their Legations or Consulates to the Japanese Authorities in order to obtain a passport. The Foreign Office at Tokio and the Kanrei or their Assistants will be authorized to issue passports.

2

To dismissed or deserted seamen and foreigners without means of livelihood or having suffered a condemnation for crime or misdemeanor or for the infraction of Japanese permission to travel in the interior will not be granted and the foreign Legations and Consulates will not present any demands

in

in favor of such persons. 3

3

Every foreigner before obtaining a passport from the Japanese authorities will have to deposit with them the sum of $ 300. Only the paid officials of the foreign legations and Consulates. Merchant-Consulates excepted will be exempt from this obligation. This sum will serve to reimburse the Japanese Government any expenses which may have been occasioned to them by the misbehavior of the foreigner necessitating his arrest and transport to the nearest Consulate of his nation.

4

The deposit will be returned to the foreigner ten days after he has handed back the passport to the Japanese

Japanese authorities unless claims have been presented against him in the interval in which case the deposit will be held back until a decision has been given by the proper authorities. A deduction of $10 will be made from the above mentioned deposit for every day the Foreigner has retained the passport over and above the time for which it has been issued and a deduction of $5-0 will be made in case the passport has been lost.

5

Foreigners being found without a passport in the interior will be subject to arrest by the Japanese authorities and to a fine of $10 first and of $25-00 in every subsequent case

The Japanese Government will take the necessary steps to prevent foreigners from going outside of the Treaty Limits without first informing the Consul of their nation of their intention to do so as well as of the place where they are going to reside. Any infringement of this rule by a foreigner will be punishable by a fine not exceeding $100.

7.

The passport must show besides the name and a full discription of the person to whom it is granted, the port or ports of Japan the Bearer will be allowed to land and the time for which it has been issued The annexed copy shows the form adopted

adopted

8

Foreigners traveling in the interior will be at liberty to make contracts or buy merchandise and have the merchandise bought or contracted for carried to one of the open ports without having to pay foreign tolls or dues as those to be paid by Japanese merchants but they will not be allowed to take goods into the country for sale or for samples = Sample books, or samples of a size that they can be conveniently carried by a person on their body are excepted from this prohibition

9.

Every foreigner traveling in the interior will have to secure all municipal

laws and regulations refering to the use of roads, vehicles etc the use of fire arms or the right of fishing or shooting. He will have to pay the same road, ferry etc tolls as the Japanese but he will be exempt from any local or other taxes

10

For all claims of a Japanese against a foreigner, arising on questions of boat hire or other means of transport and costs in case of payment for board and lodging or of a similar kind the claim having originated outside of the Treaty limits and the foreigner being himself outside of said limits the local Japanese Authorities shall have the right to hear and

summarily decide such claims.

In every case however the local Japanese authorities will be bound to forward a full report of the case to the foreign office so as to enable the latter to judge and decide any reclamations against the former decisions which might be presented to them by the proper foreign authorities

11

Foreigners having while traveling in the interior committed a crime or being guilty of indecent or riotous conduct will be arrested by the Japanese authorities and brought to the nearest open port or place where they will be handed over to the Consul of their nation

12

12

The Japanese Government engage to take the necessary measures to prevent cruelty or undue severity being shown in the arrest and transport of fugitive offenders

13

The expenses arising from such arrest or transport will in case of the guilt of the fugitive be made good to the Japanese Government out of the sum deposited by the offender at the receipt of his passport or in case he should be without a passport the judgment will provide for the repayment of the expenses to the Japanese Government

14

The provisions of this arrangement will take effect on and from

---

Copy

copy

Yedo Sept 2d. 1873.

In Your Excellency's reply of the 7th ultimo to the note identique of the Foreign Representatives of the 26th July, on the subject of foreigners travelling in the interior of Japan, Your Excellency was so good as to assure the latter that on the return of Her Excellency Iwakura, the Ambassador Plenipotentiary who was expected to arrive here in three or four weeks, Your Excellency would be glad to consult the Foreign Representatives as to the regulations and measures which might best suit the convenience of their respective governments in regard to the question above named.

As the ambassador Plenipotentiary Her Excellency arrived

Sagoshima Saimaru

arrived in Yedo on the 13th instant, the undersigned feel that Your Excellency will now expect them to recur to this subject. In order therefore, to commence the discussion on which Your Excellency in your last proposed to enter, and in accordance with the assurance contained in the note identique, of the Foreign Representatives of the 26th July, that they are quite prepared to establish rules for the governance of their countrymen while in the interior, which shall effectually guard against disorder or public inconvenience, the Undersigned now beg to place before Your Excellency a draft of Regulations which they agree in considering to be well adapted to this end, and

and which they were with to discuss with Your Excellency.

In doing so, they should observe that there are some points connected with these arrangements which the undersigned have not thought it necessary to specify in this draft of Regulations, but upon which it is important that a clear understanding should be arrived at.

Thus they consider that neither the members of the Legations nor of the Consulates should be required to deposit security on applying for passports. The immunities which attach to members of Legations are so clearly laid down in International Law, that no question can arise as to what is suitable in their case

and the Undersigned consider that in view of the position of Consular Offices in Japan, the same principles might in courtesy be applied to them, viz + regard to travel in the interior.

In reference the power of arresting foreigners, which would be given to the Japanese Authorities under the circumstances named in these Regulations it seems desirable to point out that by ill usage and undue severity, the Undersigned mean such practices as beating the prisoner, binding him with cords, or providing him with + unwholesome accomodation or bad food. The use of force of the kind named, must surely be unnecessary in the case of foreigners travelling singly or in small parties in the

the interior of Japan. The undersigned also considers that forcible arrest should not be unnecessarily resorted to. It can only be needed when the foreigner refuses to proceed with the Japanese officer to the nearest Treaty Port. and it may be presumed that he would seldom aggravate his offence by committing the additional one of offering resistance to the officer.

In conducting a foreigner in custody from the interior, to a Treaty Port, in order that he may be prosecuted before his Consul, the Japanese officer should be careful to bring with them such evidence as would be necessary to prove the charge.

It is possible that other points may occur to the undersigned, as worthy of

of mention in the course of their negotiations with Your Excellency on this subject. but they hope to find that they have facilitated those negotiations by placing a Draft of Regulations in Your Excellency's hands. and they have now to request Your Excellency to join with them in proceeding with the consideration of this question in order that a settlement of it may be promptly effected.

The undersigned avail themselves

&c &c

Copy

copy

Draft of Regulations

I.

Foreigners may travel for their pleasure or for purposes of trade to all parts of the interior under passports which will be issued upon the demand of their respective Ministers or Consuls, by the Japanese Authorities. Passports will not be demanded for seamen, or for any person who has no ostensible means of livelihood or who has been convicted of felony, or twice convicted of misdemeanor.

II

The passport will not be transferable. It will give in full, the name and description, residence and nationality of the person to whom it is granted and will state the time for which

it is issued. On the expiration of the time named in the passport, it must be returned by the holder through his Minister or Consul to the proper Japanese Authorities.

III.

Upon application for a passport, the applicant shall deposit with his Minister or Consul security to the amount of two hundred ($ 200.-) dollars which shall be returned to him ten days after the passport shall have been given up to the Japanese Authorities, provided no claim or charge relative to his conduct while in the interior shall have been laid against him. Otherwise, the security shall be retained until the said charge or claim shall have been heard and decided by

by his Consul.

IV.

If the holder of a passport transfer it to another person he shall forfeit the whole of his security. If owing to any culpable or avoidable cause, he fail to return the passport as soon as it has expired, he may forfeit either the whole or such portion of his security as may be deemed by his Consul to be an adequate punishment for his neglect.

V.

Any foreigner travelling in the interior beyond the Treaty Limits without a passport duly obtained, or with a passport which has expired, may be arrested by the Japanese Authorities, and will be liable to a fine not exceeding two hundred dollars ($200.) or to imprisonment not

not exceeding thirty (30.) days on conviction before his Consul.

VI.

Foreigners travelling in the interior shall enjoy the same facilities as Japanese for hiring persons, vehicles, or transport of any kind for the carriage of themselves or their merchandize, and shall not pay higher tolls than those which are paid by Japanese.

VII.

If a foreigner while travelling beyond treaty limits fail to pay or wishes to complain of any claim for hire or conveyance, transport, lodging or entertainment of any kind, the local Japanese Officer shall enquire into such claim or complaint, and shall state the amount that he considers due. He

the foreigner shall thereupon pay that amount, and if he refuse to do so, he may be arrested by the Japanese Authorities

But if the foreigner be dissatisfied with the amount named, by the local officer, he may pay the same under protest, and in that case, the local officer will be bound to furnish him with a written statement of the claim, and the amount the officer has called upon the foreigner to pay, in order that the same may be remedied by the Japanese Foreign Minister upon the demand of the Diplomatic Representative of the Foreigner.

XIII

Every Foreigner travelling in the interior must observe all local Municipal Laws & Regulations, which shall be made known to him. and if he fail to do

do so, or if he commits any crime or offence, or is riotous or disorderly, he may be arrested by the Japanese Authorities

IX

Any Foreigner arrested under these Regulations by the Japanese Authorities, shall be immediately conveyed to the nearest Treaty Port, and handed over to his Consul, with a charge stating the offence he has committed, But he must not be subjected to ill usage, or undue severity, either on the occasion of his arrest, or while he remains in the hands of the Japanese Authorities.

X.

The expenses incurred by the arrest of any Foreigner for any of the causes above named, or by his conveyance under arrest to a Treaty

Treaty Port, will be made good to
the Japanese Government out of
the security deposited by the said
Foreigner on receiving his passport.
upon conviction of the offence charged.

In the case of any Foreigner arrested
in the interior without a passport,
the judgement of the Consular Minister
shall include an order for the repayment
by the offender, of all expenses incurred
by the Japanese Government.

U. S. Legation of Japan

C. E. Dudley
Minister.

No 482.

2 Enclosures

Diplomatic procedure
about-opening the
country.

Ack 7 Nov

Mr Burlingame

Legation Japan

October 5th 1873.

No 482

Sir

I have

the honor

to transmit

herewith

Contents

Acknowledging the receipt of

Instructions.

DEPARTMENT OF STATE
NOV
4
1873
RECEIVED

No 488 Niigata Japan
October 5th 1873

Sir.

I have the honor to acknowledge the receipt of your instructions Nos 208. 209 210. 211. 212. & 214.

I am Sir
Your obedient Servant
E. E. De Long

Hon Hamilton Fish
Secretary of State
Washington D C

U. S. Legation Japan

L. E. Dillon
Minister.

No 483

Date Dec. 5 4

Acknowledging receipt
of instructions

DEPARTMENT OF STATE
NOV
4
1873
RECEIVED

Ask for file

Mr Berday

U. S. Legation Japan

October 5th 1873.

No 484

Hon

C. E. De Long

U. S. Minister

- Contents -

Has not rented Legation

Buildings

No 484 Legation Japan

October 5th 1873

Sir,

I have the honor to advise you, that at the time when I received your instruction No 196 of date the 3rd of May, in which you authorized me to procure and rent suitable buildings and premises for a Court Room and Jail for this Legation I was in receipt of unofficial information that my resignation had been or would be accepted by the President, and a successor to me sent out. Under such circumstances I deemed it honorable and fair toward whoever would succeed me ~~to~~ to take

Hon Hamilton Fish

Secretary of State

Washington DC

take no action but leave to whom should
come a freedom of choice.

I Thompson have not taken any
proceedings under said instructions
and Judge Brigham is Thompson free to
act as he thinks proper

I am Sir

Your obedient Servant

B E Dudley

U.S. Legation Florence

B E Dudley
Secretary

No 484

Dated Oct 5th 1853

To Hon Mr Marcy
Secretary of State

from Minister. This was after Brysons arrival at Berdan and ought not to be recognized
Ask instr No 8.

DEPARTMENT OF STATE
NOV 4 1873
RECEIVED

Legation Japan

October 6th 1873

No 485

From

Chas De Long

Min Minister

Contents

Forwarding approval of application for leave of absence by Consul J H Haines.

No 485 Legation Japan

October 6th 1873

Sir

I have the honor to advise you that I received to day an application from Consul J H Hawes for leave of absence from his post of duty. Having a press of business I have endorsed my approval on the original dispatch which I herewith forward. (Enclosure No 1) — Mr Hawes is in extremely delicate health and ill prepared to sustain the rigor of the Yesso Climate this winter

485

I am Sir

Your obedient Servant

Hon C E De Long

Hamilton Fish

Secretary of State

Washington D C

No 218.

United States Consulate
Hakodadi Sept. 27th 1873.

Hon C. E. De Long,
E. E and M. P. to Japan.

Sir;-

I respectfully request your approval to my application for two months leave of absence, to be taken during the cold months, at such time as I can leave without detriment to the public service, to enable me to visit a more southern latitude for the benefit of my health.

My application for leave as above was sent forward by last mail but was inadvertently addressed to the Department direct.

It will do me a favor if you will be so kind as to send your approval of said application by the sixth of October mail to Washington.

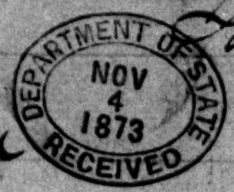
I have the honor to be
Very Respectfully
Your Obt. Servt
J. H. Hawks,
U.S. Consul

I approve the foregoing application for two months leave of absence to take effect from the date hereof.
Oct 6 1873

Ackd. & Wm Brigham Asst. Acknowledged Nov 7 Nov 7 duplicate.

Legation of the United States
No 486 in Japan

Yokohama Oct 4. 1873



From

Charles E. De Long

U.S. Minister

Contents

Arrival of John A. Brigham Esq.

" " "

Legation of the United States

No 486. in Japan

Yokohama October 7. 1873.

Sir;

I have the honr to advise you that on the 25th instant, Honorable John A. Bingham arrived here.

Not being able to leave my house, I despatched the Secretary of Legation, Mr. Berry on board the vessel, who welcomed him to Japan in my name, stated the reasons why I could not arrive in person, tendered him

a

Hon. Hamilton Fish

Secretary of State

Washington D.C.

a temporary residence with his family at my house, and advised him that my carriage was in waiting at the landing, for the convenience of himself and family.

Mr Bingham having through his friends made other arangements respectfully declined the civilities extended to him.

The next morning, I called upon him at his hotel, expecting to receive instructions from you announcing the acceptance of my resignation and the appointment of Mr Bingham, and directing me to announce the same to this Government and to deliver to him all property, archives &c. belonging to the United States, in my possession. Somewhat

Somewhat to my surprise, he informed me that he bore no instructions to me of any kind whatever.

I then showed him that — notwithstanding this, I should, waiving all technicalities, recognize him as my successor, introduce him as such to this Government and my Colleagues, and lend him all assistance in my power, to obtain a speedy and thorough knowledge of the unfinished business on hand in this Legation — for all of which, he thanked me very kindly.

On my return home, I immediately addressed a note to the Minister for Foreign affairs, advising him of Mr Bingham's arrival and

and requesting an interview at as
early a day as was possibly
convenient. (Enclosure No 1)

1/48c

On that same evening, I
received an official note from Mr
Brigham, advising me of his
arrival, of the Commission he held,
of his readiness at the earliest
possible moment to receive the
archives and assume the duties of
the office, also asking me to
intimate to Mr D.W. Stevens, when
it would be agreeable for me to
take the steps necessary to effect
his installation into the duties of
the office. (Enclosure No 2)

2/48c

I beg to annex you, that, both
Mr Brigham and Mr Stevens,
advised me that the words "at

the earliest possible moment." were inadvertently admitted into the note. the same not being in the original draft, as prepared by Mr Bingham.

On the 27th September, I addressed Mr Bingham a reply, in which after advising him of my want of instructions in the premises, but of my willingness to act without them, requesting him, however, to exhibit his Letters of Credence to me, I again assured him that I held myself in readiness to perform any duty or do any reasonable thing to aid him in any manner he might desire in obtaining a ready and full knowledge of the business of this Legation, and to situate him in full and pleasant relations with

this Government and his Colleagues.

3/486 (Enclosure to 3)

To this, Mr Bingham on the same day replied forwarding his letters for my examination, and assuring me, that, it was not his intention to trouble me with any unnecessary correspondence, his object in addressing me, being solely because he thought it due

4/486 alike to both of us. (Enclosure No 4)

On the 28th I received a note from the Minister for Foreign Affairs, excusing himself for not at once receiving Judge Bingham and myself, on the plea of sickness and promising an early interview

5/486 (Enclosure to 5)

I at once addressed Judge

Judge Brigham a note, enclosing
a copy of the one from the Minister.
(Enclosure No 6) 6/486

On the 2nd instant, I received another
note from the Minister, expressing
his readiness to receive Mr. Brigham
and myself, between the hours of two
and three o'clock p.m. of the following
day. (Enclosure No 7) 7/486

I at once wrote to Judge Brigham,
advising him of the receipt of this
note, and proposing to join him
at the railway station at Yedo, at
3 o'clock the next day, and proceed
from there to make our call upon
the Minister. asking if this arrangement
would be agreeable to him, and to
please reply, as I would have to
leave for Yedo early the following

morning on other official business.

Of this note, I kept no copy.

I awaited the arrival of Mr Bingham at Yedo next day, but as he had come to the city on the 11 o'clock train, I failed to meet him, and he in company with Mr Rein Interpreter of the Legation, and Mr Stevens the Secretary, called on the Minister; and made partial arrangements for the audience, without my being present.

I subsequently called and concluded my portion of the arrangements.

On my return to Yokohama that day, I received a note from Mr Bingham, advising me of his intended departure on the 11 o'clock train, which, if I had received,

before I left for Yedo, would have
donated the sintaro that resumed.
(Enclosure No 8) 8/486

On the 5th instant, Mr Hirai
the secretary of the Foreign Office
called and advised me that His
Majesty would receive Mr Bingham
and myself at the hour of 10 o'clock
To day.

I at once addressed a note to Mr
Bingham, advising him of this,
and proposing certain necessary
arrangements. (Enclosure No 9) 9/486

To this, Mr Bingham at once
replied, expressing his satisfaction
with the arrangements proposed
(Enclosure No 10) 10/486

Subsequently, I received a note
from the Minister, formally

announcing the time and place fixed
11/486 for the Audience. (Enclosure No 11)

At the hour appointed, I —
proceeded today, with Mr. Bingham
and Secretaries Berry and Stevens,
to the Imperial Palace, where His
Majesty the Emperor received us at
an Audience at once unusual, and
unique.

It was held in a Drawing Room,
having no Throne, or dais, His
Majesty standing, unattended,
dressed in the uniform of a
Hussar, with his sword by his
side, and his plumed hat in his
hand.

I first advanced, and
read my farewell speech to
12/486 His Majesty. (Enclosure No 12)

I beg to draw a moments attention on your part, to this address, that you may satisfy yourself, that I acted generously for the President and my honorable successor, and also, that, taking advantage of the opportunity offered, I called some matters of great general intent to the special attention of His Majesty.

I beg to assure you, that this speech was submitted to the Ministers, and accepted by them before I delivered it.

His Majesty then read me an address in reply. (Enclosure No 3) 18/486
to which I also beg to call your special attention, as it is complimentary in tone, and proves that His Majesty's attention was attracted by my address

to the matters of policy to which I alluded.

I then introduced Judge Bingham to Her Majesty, as my successor, who advancing in his turn, delivered an address, of which I send a copy (Enclosure No 14) to which, 14/486
Her Majesty replied, but of which reply, I have no copy.

After the enclosure of the address, I proceeded with Mr. Bingham and our Secretaries to the American Legation in Yedo, where I immediately transferred to him, the Legation building, flag staff, and flag; the same being all of the property of our Government at Yedo, then in my possession.

I also, by Mr Bingham's

request, addressed and delivered to him a note, promising to deliver to him tomorrow, the Government property in Yokohama, including the archives of the Legation
(Enclosure to 15) 15/4/6

I have been thus patient in detailing all that I have done in this connection, with a view of satisfying you, of a fact which I have no doubt Mr Bingham will readily admit; namely, that I have done all in my power since his arrival, to be courteous and kind to him, both officially and personally, and have lent him every possible assistance in effecting his installation into office.

I have gone further, and

and in my notes of advice, addressed to my colleagues, to Admiral Jenkins and to our Consuls in this Empire, I have besought the same kindness and courtesy for Mr Bingham, that has been extended by them all to myself.

I trust to your generosity, to credit me accordingly.

With this dispatch, I conclude my labor of years, as your subordinate officer, and although I have received no official note from you, conveying to me any words of thanks or praise, from the President or yourself, I beg through you, to return to the President my thanks for the honorable trust which he so long confided to my

my keeping, at the same time
expressing my regret that I have
no more worthily discharged my
duties.

To you, Sir, I beg to say, that,
it has ever been my study and
desire, whilst I have held this office,
to execute all of your instructions,
strictly, and promptly.

It has been my sole ambition
to honestly serve my Country in
this field, and reflect all possible
credit upon your administration.

I feel that for some reason
unknown to me, I have forfeited
that degree of your confidence
which I once enjoyed. This
circumstance alone, gives me
uneasiness and pain, in bidding

you an official farewell.

I am content for a vindication of my course, to abide by the verdict of the historian. —

I expect to sail for San Francisco on the 1st of next month.

Should it be your wish or pleasure for me to visit Washington for the purpose of settling or explaining my accounts or any other matter of business in connection with the offices I have held, I will with pleasure obey any intimation upon your part to this effect.

I now have the honor to bid you a most respectful Adieu.

I am, Sir,

Your obedient Servant

C. E. De Long

List of Enclosures.

No 1. De Long to Minister for Foreign affairs.
announcing Brigham's arrival

No 2. Brigham to De Long.
announcing his arrival

No 3. De Long to Brigham, enclosing
asking to see his letters credences &c

No 4. Brigham to De Long.
forwarding Letters Credences

No 5. Jap. Min. to De Long
announcing his illness.

No 6. De Long to Brigham,
forwarding copy of Jap. note

No 7. Jap. Min. to De Long
Fixing time for interview.

No 8. Brigham to De Long.
About visiting Jap. Min.

No 9. De Long to Brigham
announcing communication from Jap. Sec'y

No 10. Buchanan to De Long.

Agreement to arrangements abt audience

No 11. Jap. Min to De Long.

Fixing time and place for audience.

No 12. Address of De Long. to Tenno

No 13. Ans Majesty's reply.

No 14 Mr Buchanan's address to Ans Majesty.

No 15. De Long to Buchanan

Relative to transfer of archives

Copy.

U.S. Legation Japan
Sept 26th 1873

His Excellency
Sayesumi Tenouei
Minister for Foreign Affairs

Sir

I have the honor to inform you that last evening Hon John A Bingham arrived here bearing with him a commission and letter of credence as Envoy Extraordinary and Minister Plenipotentiary from the United States to Japan.

It is the desire of His Excellency and of myself to wait upon Your Excellency at as early a day as may be convenient for you to receive us and it would oblige us both if in reply you would assign such

hour and day for an interview and notify me accordingly.

I embrace this occasion to renew for Your Excellency my assurances of profound respect and high consideration

C E Debany.

Pol.

2

Yokohama Sept. 25th 1873

Sir

I have the honor to inform you of my arrival this day and to inform you that I am commissioned by the President of the United States of America as Envoy Extraordinary and Minister Plenipotentiary of the United States of America to reside near the court of His Imperial Majesty the Emperor of Japan and I desire to signify my readiness at the earliest possible moment to recive the archives and assume the duties of the office

Will you kindly intimate to Mr. D. N. Stevens the duly commissioned Secretary of Legation when it will be

be agreable to you to take the
steps necessary to effect my
installation into the duties of
the office.

I have the honor to be Sir
Yours very respectfully
Jno. A Bingham
C. G. & M. D. of Wilmington
Japan

To

His Excellency
A. L. Dearborn
C. G. & M. D. of Wilmington Japan

Copy

No. 218 U.S. Legation Yokohama

September 27th 1873

Sir

I have the honor to acknowledge the receipt of your communication of date the 23rd inst advising me of your arrival and of your being commissioned by the President of the United State of America as Envoy Extraordinary and Minister Plenipotentiary of the United States of America to reside near the Court of His Imperial Majesty the Emperor of Japan and. and of your readiness at the earliest possible moment to present the credentials and assume His Excellency the

John A Bingham.
Envoy Ex & Min Plen of the U.S. of America in Japan

the duties of the office.

In reply I beg leave to state that the Hon Secretary of State has not communicated to me the information that my resignation of this office has been accepted that you have been commissioned to succeed me nor have I received the customary instructions to announce this matter to this Government and to surrender the archives of this Legation into your possession and surrender my trust to you; except that in an instruction upon another subject the Hon. Secretary incidentally mentions to me that you will be urged to hasten him to relieve me

This condition I am disposed to attribute solely to accidental omission

and

and as I addressed you in our
interview on yesterday I am
disposed to assume this information
to have been given and the instructions
to be unnecessary and to extend
no hindrance but all and in
my power to assist you in obtaining
an audience with His Majesty
the Emperor and full relations
with His Ministers and our Colleagues
the other Representatives of the Foreign
Powers and when you are thus
installed I shall with pleasure
instantly transfer to your possession
all property archives &c of, and belonging
to the Legation now in my possession
This I arranged verbally with you
yesterday and as I then promised you
I have addressed the Minister
for

for Foreign Affairs a note advising him of your arrival and requesting him to appoint an early a day as possibly convenient to receive me that we might arrange the business of the Audience with His Majesty. By your note of today I infer that it is your desire to regulate all of these matters by correspondence I therefore beg to submit to you the propriety of your submitting for your examination the credentials you bear with you that I may have at hand a copy of warrant for surrendering my trust and this property.

I embrace this occasion to further assure you my dear Sir that I hold myself in readiness to perform any duty or do any reasonable thing

thing to aid you in any manner you may deem to obtain a ready and full knowledge of the business of this Legation. and to initiate you in full and pleasant relations with this Government and your Colleagues.

I am Sir

Your obedient Servant

C. C. Colby

Copy

Yokohama Sept. 27th 1858

Sir

I have the honor to acknowledge the receipt of your communication of this instant advising me of the receipt of my note of the 20th inst. in which I informed you of my arrival in Yokohama and of my appointment as Envoy Extraordinary and Minister Plenipotentiary of the United States of America in Japan and of my readiness at your earliest convenience to receive the archives of the Legation and to enter upon the duties of the office. In accordance with the desire expressed in your communication I have authorized Mr D N Sterns

Secretary of Legation to submit for your examination the credentials which I bear with me from the Government of the United States of America as Envoy Extraordinary and Minister Plenipotentiary of Japan. In further reply to your note of this date allow me to add that I have no desire to trouble you with unnecessary correspondence and that I addressed you the note of the 23rd inst only because I thought it due alike to you and myself. &c.

I am Sir
Your obt. Servant
Jno A. Bingham

H.E.
Le Gendre
C. G. & M. Plen. USA in Japan

Copy of Translation.

Foreign office Yokohama
the 28th of the 9th month
of the 6th year Meiji

Sir Excellency

I have the honor to
acknowledge the receipt of Your
Excellencys dispatch of the 21st inst
informing me that the Hon John
A Bingham has arrived in this
country commissioned as Envoy
Extraordinary and Minister Plenipotentiary
of the U S and you request me
to appoint a day for an interview
with you and Mr. Bingham

In reply I regret to have to say
that for some days past I have
been unwell and confined in
bed. consequently I cannot have
the

the pleasure of seeing you and
Mr Brigham for a day or two
yet but- as it- is my great- desire
to have the pleasure of meeting you
both; I will name a day and hour
on which we will meet. as soon
as my health will permit.

With respect + consideration

Sayeshima Tanami

Hd of the Mission for J.A.

His Excellency

C. E. DeLong

C C & Int Cop Min U.S. in Japan

No 219 U. S. Legation Japan

September 28th 1878

John R Bingham Esq

&c &c &c

I have to submit to you a copy of a note received by me this evening from His Excellency the Minister for Foreign Affairs from which it appears that His Excellency through indisposition is unable as yet to appoint a day for an interview but promises very soon to do so

I am Sir

Your obedient Servant

E E Delong.

Copy of Translation

Foreign Office Tokio
the 12th of the 10th Month
of the 6th year Meiji

Your Excellency

I have the honor to
inform your Excellency that
having received a note dated
yesterday from Hon John A.
Bingham inclosing copy of his
letter of credence from the President
of the United States and requesting
an interview with me to which
I replied that although still confined
to my room by sickness and
unable to attend to any other
business, it will give me great
pleasure to receive him at my
house tomorrow the 3rd between the

hours 2 and 3 P. M.

With respect & consideration

Seyrichima Tamami

H. I. J. Ms. Minister for Foreign

Affairs.

His Excellency

C. C. de Cruz

Envoy Extraordinary &

Minister Plenipotentiary

of the United States of

America. in Japan

Yokohama Oct-3rd 1873

Dear Sir

I received your letter last evening at 8 oclock together with the official note from the Japanese Minister for Foreign affairs which you were pleased to send me, and which is to the effect that the Minister will receive me to day between the hours of 2 and 3 P.M.

I beg leave to inform you that you inadvertently say in your note "between the hours of 3 and 4 P.M." I shall go to Tido on the 11 oclock train as I understand that there is no train at Yokohama at one oclock and shall be pleased to meet you there at the depot as you kindly propose.

I am very truly Yours
Jno A Bingham

C E Delong
Esq
Yokohama

U.S. Legation Honolulu

Oct. 5th 1873

My Dear Judge

I have just been called upon by Mr Hiria Secretary and Interpreter to Mr Kayuhuma the Minister for Foreign Affairs who has informed me on behalf of the Government that His Majesty the Tenno will receive me at a formal audience at the hour of 10 A.M. on Tuesday morning at the Aahuna Palace and that the same place and hour has been designated by His Majesty for your introductory audience. I arranged with Mr Hirai for the Government carriage to be at Dowsett's (the American

American Legation will [illegible] for an
mutual accommodation at the hour
of 9 a.m. on the morning of the 7th
inst and convey us together with
our visit to the Palace which
arrangement however I make subject
to your approval. I would be pleased
to have your Secretary Mr. Stevens and yourself
join me in my carriage here for
the Railway Station to take the
7 o'clock train on that morning
and have you both accompany
my Secretary and myself to the
Legation and there partake of an
early Breakfast before starting.
After the audience we can return
to the Legation and I can formally transfer what-
property there is at that place to you that day
I would be pleased to know in reply if this proposal is
agreeable to you

I am Sir
Yours very truly
A Clarkson

John A Bingham
Esq
Grand Hotel
Yokohama

Grand Hotel

5th Oct. 1870.

H. E. C. Eldberg.

&c &c &c

My Dear Sir

Your kind note of this date is just received your arrangements as therein communicated, to be at the U.S. Legation in Yedo with my secretary to go with you and your suite to the Imperial Palace for Audience with His Majesty the Tenno is most agreeable and satisfactory to me and for which I pray you to accept my thanks. I am afraid that there is no train at seven Oclock on Sunday, a change of time table having gone into effect

effect this day. I must therefore
leave on monday morning in
order to join you at the legation
in Yedo at nine Oclock on
Tuesday morning the 7th instant
It will be very agreable to me
if it will suit your convenience
to join me on monday morning
the 6th instant at 5 Oclock P.M at
the depot or bun=d I am very
respectfully Yours
Wm A Bingham

Copy of Translation

Foreign Office
Yedo 2nd day 10th month
6th Year Meiji

Your Excellency

I have the honor to inform Your Excellency that His Majesty the Emperor has appointed the 7th inst. upon which to grant you an audience and has named 10 o'clock, Afn. the hour at which he would receive you. I beg you will repair to the Imperial Palace upon the day and the hour appointed.

B. H. E. With respect & consideration
C. E. Delong. Soyeshima Tanomi
Ch. d'Aff. Dept. Chief Secretary for F. A.
acting for Japan

Your Majesty;

Having been relieved from my duty here, I come to bid farewell.

In the name of the President the Government and people of the United States I beg to announce the earnest and united wishes of all, for the health, well being, and continued prosperity of Your Majesty and the people of Japan.

I beg to assure Your Majesty that it is the most earnest wish and desire of the President of the United States to have ever continued the existing ties of amity that unite that Government to Japan, in such close relations.

I beg to bespeak in the name of the President and on my own behalf Your Majesty's confidence and support

(so kindly yielded to me in the past)
to be bestowed in turn upon the
honorable and most distinguished
gentleman who is to succeed me.

His age, his great experience in
public life and his long service in
the highest official circles of the United
States Government thoroughly qualifies
him to sit with Your Majesty's Councillors.

It is my proud privilege to now
state that during the entire period of
my service here, I have met with nothing
but kindness and courtesy at the hands
of Your Majesty's Ministers and having
received repeated proofs of Royal favor
I turn away with no feelings but
those of ~~feeling but thanks~~ of gratitude
and reverence for Your Majesty,
respect and esteem for the Ministry

and kind regards for the Japanese people

Venturing for a moment beyond the possibly proper limits of an adieu, I beg to say, that, my Government and people rejoicing at the adoption by Japan of the policy of Western States, hails with peculiar pride and pleasure the release of Japanese converts to Christianity from their bonds of captivity their being allowed to return to their homes, and the removal of the edicts against Christian teachings and practices as a friendly concession to the opinions of those nations in alliance with Your Majesty.

The recent action of Your Majesty's Government in earnestly joining with Western Powers in their efforts to suppress the coolie trade

The negotiation of a Treaty of Peace and amity with China, thus helping to break down her barriers of seclusion, whilst Your Majesty's noble and distinguished Ambassador led the way to the presence of the Chinese Emperor and the indicated policy of Your Majesty to compel the barbarian inhabitants of countries adjacent to Japan to treat with kindness and mercy distressed travellers cast upon their shores, all bespeaks such a kindred sentiment to that prevailing amongst nations in the west, that I venture to speak the heartfelt thanks of the American people to Your Majesty.

The action of Your Majesty in sending forth to the nations of

the earth the most distinguished
Councillors, has met at the hands of
those nations with such a hearty
response that no words of mine can
avail to picture the gratification this
action has given to Your Majesty's
allies.

The sending out of young noblemen,
as students to learn and bear back
with them a correct knowledge of
the customs manners and policy
of Western states also assures all
concerned that the time is near
when this lovely and picturesque
Empire shall be as free for trade
travel and residence to the citizens
and subjects of Western States as
are those lands to Your Majesty's
subjects. God speed the hour

that shall behold the consummation of these bright hopes.

When it comes, none will rejoice more with Your Majesty than will the American people.

Whilst the sure foundations were being laid for these developments, I have been permitted to enjoy the confidence and association of Your Majesty's Ministry.

I now step one side, to be henceforth no actor in this scene, but through life, I shall ever remain a most friendly and interested spectator.

With all due humility, I now bid Your Majesty

Adieu

Copy of translation

His Imperial Majestys speech to
His Excellency C. A. Dedons Envoy
Extraordinary and Minister Plenipotentiary
of the U. S. in the special audience
on the 9th day of the 10th of the 6th year
Meiji

It is with sincere pleasure
that we have heard that on the
eve of your departure you gave to
us the assurance of the good wishes
which the President of the U. S. makes
for the prosperity of our country.

We doubt not that your successor
will meet with the same good
will and confidence that has been
extended to you. It is a source of
much gratification to us that the
intercourse existing between our
diplomatic

and yourself never ceased to be
mutually agreable

We fully appreciate the statement
that you made in praise of certain
acts of this Government but which
we apprehend are almost overrated
although it has been our constant
aim to lead our people toward
a higher grade of civilization

We shall never forget your
friendly sentiments toward our
country and are pleased to hear
that they will remain unchanged
after you have left.

We sincerely hope that you will
ever enjoy the blessings of health
especially during the long voyage
before you.

Copy

Your Imperial Majesty has already been advised through your illustrious Minister for Foreign Affairs that I have been commissioned as Envoy Extraordinary and Minister Plenipotentiary of the United States of America to reside near Your Majesty's Government.

Obedient to the instructions of my Government and to my own sense of duty as well I shall be my endeavor by good offices to strengthen so far as I may be able the friendship now happily subsisting between Your Majesty's Government and my own and to advance the interests of both. It is a pleasure to me to say that I but obey the

of the President who
—
commissioned me which I assure
Your Majesty that you have the
good will of the President and of
the United States of America and
their best wishes for the prosperity
of Your Majesty and of the people
of Japan. The people whom I
represent are not unmindful of
the trust and confidence uniformly
manifested by Your Majesty's Government
towards the Government and citizens of
the United States.

Thanking Your Majesty for the
distinguished consideration shown me
and sincerely desiring that the
growing Empire of the East may
continue to advance with the
advancing civilization of the age

I

I have the honor to place in
of our Majesty's hands my
Letter of credence signed by the
President & authenticated by the
Great Seal of the United States
of America.

No 224. U S Legation Yedo

Japan October 7th 1873

Sir

I am having been this day
duly installed into office as my
successor and I having already
transferred to your possession the
U S Legation Building and such
other property of the Government
at Yedo as I have had in my
possession I beg to inform you that
I will at once commence the
preparation of a certified Inventory
of all property of this Legation and
hope to be able by tomorrow evening
to completely transfer by delivery
of all archives &c.

His Excellency I remain Sir
John A Bingham, Your obdt Servant
Yokohama Japan. C E Defong.

U. S. Legation Japan

C Oldong

Minister

No 486

13 Enclosures

Dated Oct 4th 1873

Arrival of John. A
Bingham, &c &c &c

Ack'd Nov 5

Recd

No 3.

Mr Berdan

Yokohama, Japan,
October 7th, 1873.

DEPARTMENT OF STATE
NOV
4
1873
RECEIVED

R.

Mr Bingham, U. S. Minister,
to the
Hon. Secretary of State.

FOREIGN Relations '74

Subject.

Notifies the Hon. Secretary of his audience with His Majesty, the Tenno &c.

Appendices.

A. Mr Binghams address to His Majesty, the Tenno.

B. His Majesty's reply.

Copied

No 3.

Yokohama, Japan,
October 7, 1873.

Sir:

I have the honor to inform you that I was this day admitted to audience in his Imperial Palace by His Majesty the Tenno of Japan, accompanied by Mr DeLong, whose personal kindness towards me I take this occasion to acknowledge.

Mr DeLong made a farewell address to His Majesty, to which His Majesty responded, after

The Hon. Secretary of State,
Washington

after which Mr. De Long introduced me to His Majesty, whom I addressed, and who responded in the kindest terms, after I had delivered to him my sealed letter of credence. His Majesty received me, I am gratified to say, without throne, or other symbol of Imperial powers, thereby recognizing as I trust the equality of all men before the law.

near the Throne

After retiring from the palace, I received from Mr De Long a letter, formally transferring to me the archives of the Legation, he only waiting until tomorrow to place them actually in my possession,

when

when he will have completed and verified an inventory, as required by the instructions of the Department, upon which he is engaged, and which he will also deliver to me.

In explanation of the apparent delay in my presentation, I desire to say that when I arrived here, the child of Mr De Long was sick, as was also Mr Soyeshima, the Minister for Foreign Affairs, and by reason of the death of Mr De Long's child, and the continued illness of the Minister for Foreign Affairs, my audience

audience with the Tenno was
necessarily deferred until
this day.

Appended hereto are
copies (A and B) are copies of
my address to His Majesty,
and of his reply.

I am, Sirs,

Your obedient servant,

Wm. A. Pinkham

Copy. No 3.

Appendix A

Print

Your Imperial Majesty has already been advised through Your Majesty's Illustrious Minister for Foreign Affairs, that I have been appointed and commissioned Envoy Extraordinary and Minister Plenipotentiary of the United States of America to reside near Your Majesty's Government.

Obedient to the instructions of my Government, and to my own sense of duty as well, it shall be my endeavor by good offices to strengthen,

&c

Copy. No 3.

Appendix B. Print

We are most happy to receive this letter from the President of the United States, announcing to us that you have been selected and commissioned Envoy Extraordinary and Minister Plenipotentiary accredited to this Court.

We have full confidence that in fulfilling the functions entrusted to you, you will use your best endeavors, guided by experience, fidelity and probity, to increase friendship between both Nations, and to advance our mutual

mutual interests.

Our ardent wishes and hopes are that your country may continously be in peace and prosperity.

Act 18 Dec 73

No. Burlingame

Yokohama, Japan.

October 7th, 1873.

Hon. Hamilton Fish,

Secretary of State,

Washington, D.C.

Sir:

I am satisfied that it is to the interest of the Government that the U. S. Legation be in the capital of this Empire. The dilapitated temple hitherto occupied nominally as the U. S. Legation in Yedo is, in my opinion, unfit, nor is it, in my judgment becoming to hold the U. S. Legation therein. By the Act of 1871 - Statutes of 42d Congress, 3d Session. p 505-82.

section 2, — a sum, not exceeding
$5000 per annum, is appropriated
for the rental & furnishing of
for a Court House and Jail
for the United States in Yedo, Japa

Mr J. M. Batchelder, a citize
of the United States has offered
me his residence in Yedo, with
additional buildings to be by him
rented for Court House and Jail,
and for my residence, on the
terms named to me in his lette
of this date, a copy of which is
herewith enclosed. By this arran
ment, by the payment by me o
$800, and by the Government of

$3700 per annum, I will be enabled, as you will notice, to live at the Legation in the Capital, with the right to renew the lease at the same amount at the expiration of the time proposed. I think it very desirable to be at the place of the Legation, and am free to say that, in my opinion, the terms offered by Mr Batchelder are, probably, as good for the Government, all things considered, as can be obtained in Yedo.

Please advise me by telegraph on this matter, as under the law it rests in your discretion, if

I may close the contract on the terms named. It is very important to decide at once, that I may establish the Legation in a suitable place for the transaction of public business, and for the safety of the archives &c.

The time of payment may, of course, be changed as you see fit.

I have the honor to be

Very truly Yours.

Jno. A. Bingham

Copy.

Yedo, October 7th, 1873.

Judge Bingham,

Sir:

In answer to yours of yesterdays date, I have to inform you that I will rent you my premises here, known as American, No 1 and 2 in the Foreign Concession, having a frontage of two hundred and forty feet (240), and a depth of one hundred and fifty feet, containing thirty six thousand square feet of ground, with the buildings thereon, and now occupied by me; and will also add another building thereto, containing three rooms, for Court House, Jail and Secretary's Office, for the period of two years,

with the privilege of a further term
of two years, for the sum of thirty
seven hundred ($3700) dollars to be
paid by the Government of the
United States, with a further sum
of eight hundred ($800) dollars, to
be paid by you, or your successor,
making forty five hundred dollars
inclusive - with the furniture as
per inventory, the buildings and
fences to be kept in repair by
me, and painted before occupancy
and again in two years, if the
lease is extended. Rent payable
semi-annually - in advance - in
equal payments of twenty two
hundred and fifty ($2250) — provided

these conditions are approved by the Secretary of State at Washington.

Faithfully Yours.

(Signed) J. M. Batchelder.

Attended to 5 Nov

Yokohama, Japan,

October 7th, 1873.

DEPARTMENT OF STATE
NOV 4 1873.
RECEIVED.

Hon. Hamilton Fish,

Secretary of State,

Washington, D.C.

Sir:

Soon after my arrival in Yokohama, it was currently reported that Chas. Kabicht & Co. of London had failed. This report has been subsequently confirmed by telegrams to various banking houses here. Under these circumstances, therefore, I have thought it proper to refrain from sending my letter of credit to the firm named, until the Department shall give me the proper instructions in the premises. Meanwhile I have drawn directly upon

the Department of State, through the Oriental Bank of Yokohama, for the amount due me for transit from my place of residence to my post of duty, from the time of starting (August 18th) to the time of my presentation to the Tenno, and my formal assumption of the duties of my office (October 7th.) The transit money for the time named amounts to $1663.05; the exchange to $83.15, making a total of $1746.20, for which latter amount I have drawn upon the Department of State, as before stated.

I am, Sir,

Your obedient servt.

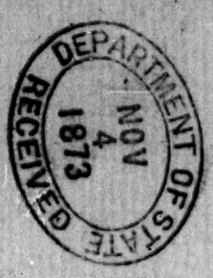
Wm. A. Bingham

Enclosed herewith are my transit accounts, ~~Exchange~~ voucher and ~~duplicate draft~~.

Account Quit
A Auditor Nov. 5: 73

Attended to 5 Nov

Yokohama Japan,
October 7th, 1873.



Sir:

I have the honor to advise you that I have this day drawn directly upon the Department of State for $356.66, the amount due me (less the Exchange, $16.98) for transit from my place of residence to my post of duty, for the period commencing August 19 and ending October 7. Transit account, Exchange vouchers ~~and duplicate draft~~ are herewith.

Account sent to Auditor Nov 5-73-

I have the honor to be, Sir,
Your obt. servt.,
D. C. Stevens, Secy of Legation.

The Cessation thereby from the date of Mr Bingham's arrival

Mr Berdan

U. S Legation. Japan

October 8th 1873.

Egbert Delong Berry

to State Department

Contents

Acknowledging receipt of suspension and cease to exercise duties from this day.

U. S. Legation Japan

October 8th 1873

Sir

I have the honor to acknowledge the receipt of your note notifying me of my suspension from the office of Secretary of Legation and to inform you that as Mr. Bingham this day assumes charge. I shall cease to exercise the duties of my office from this date and shall return to America by the Steamer leaving here the 9th of November.

I have the honor to be

Sir

Your most ob't Serv't

Hon Hamilton Fish E. De Long

Secretary of State

Washington D.C.

U. S. Legation, Lisbon

E. D. Perry
Secretary

Dated October 4th, 1893

Has received notice
of suspension and
ceases to exercise duties
this day

Mr Berdan

No 4.

Rec'd Nov 20
Dis to 24 Nov

U. S. Legation, Japan,
Yokohama, Oct 8. 1873.

Mr Bingham, U. S. Minister,
to the
Hon. Secretary of State.

Subject.

Encloses schedule of property belonging to the U. S. Legation in Japan, received from C. E. DeLong, Esq.

Enclosure.

Schedule of Legation property.

No 4.

U. S. Legation, Japan,
Yokohama, Oct. 8th, 1873.

Sir:

I have the honor to transmit herewith a schedule of the archives and property belonging to the Legation of the United States in Japan, received from my predecessor, C. E. DeLong Esq.

I am, Sir,

Your obedient servant,

Wm. A. Bingham

The Honorable,
The Secretary of State,
Washington, D. C.

Protocol.

This certifies that

L C Delong Envoy Extraordinary and Minister Plenipotentiary of the United States of America the first undersigned has given over to the second undersigned John A Bingham Envoy Extraordinary and Minister Plenipotentiary of the United States of America.

And the second undersigned hereby declares to have taken over the archives and other goods belonging to the said Legation. as follows

Notes received from Japanese Government.
3 8 Volumes cloth bound.
19 Do Board. Do

Notes received from Department of State
6 Volumes bound.

Miscellaneous letters received
20 Board bound Volumes.
6 " " " Do Circulars & Miscellaneous
3 " " " Court-Records

Registers of letters received and forwarded
8 Bound Volumes

1 Register Book of Passports.
Quantity of Blank Passports.

5. Volumes of Record of Letters sent to Dipl-gs
3 Book case

6 3 Volumes Diplomatic correspondence
3 Volumes U. S. official Register
12 " Agricultural reports.
8 " Commercial Reports
1 " Dr. Master Journals "
1 " Census Regulations
2 " Patent-office Reports.
5 " School Reports
1 " Consular Regulations
2 " Census Reports
3 " copy Press letter Books
104 " Congressional Documents.
5 " Japanese Criminal Law.
2 " Brightly's Digest.
1 " Synoptical Digest.
1 Letter Press
3 Dr. Diagrams.
8 Vols U. S. Statutes Paper bound
1 " Nautical almanac " "
1 Consular Horse report " "
1 Alabama claims

1 Vol Geneva Arbitration paper bound

1 Navy Register

1 Dep't of State report

1 " Agricultural Report

2 1/2 Boxes Stationery

2 official Seals

Title papers of Lots 99 · 148, 111, 112, 97
and Hahodadeu Lands

Miscellaneous papers nos 1 to 23 unbound

Notes to foreign Governments
nos 70 to 117 of 1873 unbound

Miscellaneous letters of 1873
nos 233 to 338

Treaties Conventions & arrangements
86 papers unbound

13 foreign letters of 1866 unbound

Court papers in case of
Right Brevet Retired
Lake " Mangum 3 cases
Northcross vs. Hofstetter
Gladdemyer " Logan

1 Bound Vol of Treaties & Conventions

1 Record Book of Title Deeds

1 Count. for Book

1 set plans for Legation Building

6 mail bags

6 locks

3 keys.

1 Document about Customs Regulations

1 Flag staff

Legation Building at Yedo

1 Desk & brush for letter press

1 Pair post-Office scales

1 Box containg papers belonging to

Navy Department

In this protocol three copies have been made and signed

Done at Yokohama this

7th Day of October 1873

C C De Long

Wm A Pierpoint

Ask 2d Asst

Mr Burdan

No 5.

U. S. Legation, Japan,

Yokohama, Oct. 10. 1873.

Mr Bingham, U. S. Minister,

to the

Hon. Secretary of State.

Subject.

Acknowledges the receipt of Department instructions Nos. 2, 3, 4 and 5.

No 5.

U. S. Legation, Japan,
Yokohama, Oct. 10th, 1873.

Sir:

I have the honor to acknowledge the receipt to-day of Department instructions Nos. 2, 3, 4 and 5.

I am, Sir,

Your obedient servant,
Jno. A. Bingham

The Honorable,
The Secretary of State,
Washington, D.C.

No 6.

acknowledge by telegraph
Nov 20
Dec 2 & 24 Nov

Mr Berday

U. S. Legation, Japan,
Yokohama, Oct. 18. 1873.

Mr Bingham. U. S. Minister,

to the

Hon. Secretary of State.

Subject.

Reports respecting examination into charges against C. O. Shepard, Esq. U. S. Consul.

Enclosures.

1. Mr Shepard to Mr Bingham, requesting an investigation.
2. Affidavit of P. Tracy Esq & others.
3. Affidavit of Frank Edwards.

No 6.

U. S. Legation, Japan,
Yokohama, Oct 18th 1873.

Sir:

On the 9th instant I received from Mr Charles O. Shepard, our Consul here, a written request (Enclosure 1) for a speedy trial in the matter of accusations preferred against him in July last before C. E. DeLong, Esq. U. S. Minister, by Frank Edwards, Patrick Tracy, Robert Reed and Thomas Lindsay.

The

The Honorable,
The Secretary of State,
Washington, D. C.

The first of the accusations,
made by Patrick Tracy, Robert
Reed and Thomas Lindsay, on
the 21st day of July, 1873, was
on that day filed with C.
E. DeLong, Esq. (Enclosure 2.)
The other accusation was made
by one Frank Edwards, on the
17th day of July, 1873, and was
also filed with Mr. DeLong.
(Enclosure 3.)
As the general laws and the rules
contained in the "Regulations for
the Consular Courts of the United
States of America in Japan, as
well, require a speedy trial
in all criminal cases, I proceed
ed on the 15th inst., in compliance
with the request of the accused

to

to the consideration of these complaints. On that day Mr. Shepard appeared, waived process and pleaded not guilty to the charges preferred in each of the complaints. Process was then issued for said Edwards, Tracy, Reed, Lindsey, and also for Jeff. Rapeport, J. B. Morris and Vice Consul Geo. A. Mitchell directed to the U. S. Marshal, upon which he made the following return as to Edwards, Reed, Lindsey and Morris: "Not found"; and further returned that said Edwards had left the country the 6th of August last; that said Lindsey was dead; and that said

Reed

Reed had left the country.
Of these accusers none appeared upon the return of process & but Patrick Tracy, a subject of Great Britain, who was & found in the English consulas jail, and, on request, brought into Court for examination. He & testimony made no case in support of his complaint.
Touching the complaint made by Frank Edwards (Enclosure 3.) the only witnesses examined were Vice Consul Mitchell, Mr Rapeport, the person named by Edwards in his complaint, and Mr Shepard himself, who was sworn and & examined under Rule 13, Page 47

J

of the regulations hereinbefore referred to. The testimony of these parties fully disproves the several charges set forth in the complaint.

Upon the testimony I was constrained to render judgment of not guilty of the charges made in the complaints, and am well satisfied that the judgement is in accord with fact and law.

I may add that unless contrary to all law and justice the ex-parte affidavits filed in these cases, which are properly termed in the Court regulations heretofore mentioned "the written complaint" be taken as testimony, there was no testimony whatever before me

me that the accused is guilty of any of the offenses charged against him.

The testimony taken was reduced to writing, and is on file in this Office.

I am, Sir.

Your Obedient Servant,

Jno. A. Bingham

Enclosures.

1 Mr Shepard to Mr Bingham, asking an examination into the charges against him (Shepard)

2 The affidavit of Patrick & Tracy and others.

3 The affidavit of Frank Edwards.

No 6

Enclosure 1.

Copy.

United States Consulate.
Kanagawa, Japan, Oct 9. 1873.

No 312.

H. E.

Jno. A. Bingham,
Envoy Ex. & Min. Plen. of the
United States to Japan.

Sir:

I have the honor to hand you herewith extract from Department Despatch 103, granting me leave of absence for six months, to be availed of "on or before Nov. 1st, 1873." This leave has been in my possession since Aug. 8th, but departure has been delayed until Your Excellency's arrival

arrival on account of certain
charges made against me by the
late Ministes. No copy of these
charges has ever been furnished
me but I have reason to believe
they will be found embodied both
in despatches to the Hon.
Secy of State, and in a
communication to the Rev. J. P.
Newman, Consular Inspector. As
these charges affect both my
private and official character,
I beg you will, before my departure,
on the 23d inst. take such steps
as seem best to satisfy yourself
of their truth or falsity, to the
end that information may be
furnished the Department of
State, if desired. I regret that
my

my time should be so limited, as to render such speedy action as imperative, but I am sure Your Excellency will accept as an excuse, the justice and necessity of my personal presence.

I have the honor, Sir,

to be

Your obedient servant,

(Signed) C. O. Shepard,

Consul.

No 6.

Enclosure 2.

Copy.

U. S. Legation. Japan.

July 21st 1873.

Patrick Tracy, upon being first duly sworn, deposes and says, that he was shipped as an able seaman at Cardiff in Wales on board the American ship Otago, for a voyage not to exceed two years. That he deponent shipped in December, 1872, and arrived at the port of Yokohama about the 18th of June, 1873. That upon his arrival he, this deponent, in consequence of the second mate's cruelty applied to be discharged. That said request was addressed

to

to the Captain, and he replied as follows: "I cannot legally discharge you at the Consulate, but you can go." That thereupon deponent left the ship. That after going on shore, he deponent was sent for by the Consul, went to the Consulate, did not see the officer, and left. That on the following day the Deputy Marshal called on defendant and requested him to go again to the Consulate which he did. On his deponents arrival, the Consul Mr. C. O. Shepard, asked this deponent why he had not been to see him before, to which this deponent replied by saying I have been here, but was not allowed to see you, whereupon the

the Consul said, "lock them up;" "put them on bread and water." whereupon this deponent and six of his messmates were at once locked in jail by the officers, and kept in jail upon bread and water diet. The next day a Court of inquiry met at the Consulate and this deponent and his shipmates were examined. The Captain of the Otago at that examination admitting to the Consul in the presence of the Rev. N. P. Newman, that he had consented to and allowed this deponent to leave the ship. Deponent further avers that on the following day, the second officer's trial was held. (the + second

second officer not having been present on the first day.) he, the second officer, then pleaded guilty to an assault and battery, was fined ten dollars and discharged. After this trial was concluded, the Consul stated, "I will keep these men in jail on bread and water, until the ship is ready to leave port" whereupon this deponent avers that he was incarcerated with his said five messmates for ten days in jail and fed only bread and water. Deponent farther avers that after having been incar= cerated in jail for seven days, he and his associates were asked if they were willing to enter the naval service of the United States

States, & upon expressing a wil=
lingness to do so, if received, and
upon receiving a further assurance
from the Consul to the effect,
that if they did not pass, or
were not received in the naval
service that they should be
allowed to ship on any other
ship, but should not to be com=
pelled to again ship on board the
Otago, they, this deponent and
his associates, went on board the
U. S. S. Idaho, where three were
enlisted and three rejected.
He, this deponent and his two
remaining associates, were then
returned to prison by the Deputy
Marshal. That after the expi=
ration of the ten days imprisonment,

he

he, this deponent and his ship-
mates, were kept in jail thirteen
days more, but allowed ordinary
jail fare, and then discharged
from the ship and released
from the jail. That repeatedly
during his confinement he, this
deponent, applied to see the
Consul, but on all occasions
was refused this privilege.
This deponent farther avers
that when discharged about
two months pay was due him
from the ship, which he, this
deponent, did not receive, and
he, this deponent, is now pen-
niless and out of employment.
Deponent farther avers that
before being released from the
jail

jail, the Consul required of
him and his associates to sign
lengthy statements about cruelties
practiced by the officers, and an
agreement not to hold the United
States Government responsible for
anything, all of which statements
the Consul said to deponent and
his associates that they must
sign, or he, the Consul, would put
them all back on board the Otaga,
and which he, this deponent, did
sign without reading the same.
Deponent farther avers that the
said Consul farther said to
him, "I am about to discharge you,
provided you sign this paper, and
as the Minister has reinstated the
officers, so he may put you back
on

on board also, hence I want you all to go out of the town, where he, the Minister, cannot find you before the ship leaves"; and that he, this deponent, feeling himself entirely powerless, and liable to be kept in jail for any period without relief, signed in order to obtain his liberty, and this deponent now prays such relief as under the circumstances he may be found to be entitled to receive.

(Sgd.) Patrick Tracy

Signed & sworn to before
me this the 21st day
of July, A. D. 1873

Seal of Legation

(Sgd) C. E. Delong
U. S. Minister.

Robert

Robert Reed upon being by me first duly sworn, deposes and says that he has heard the foregoing statement and affidavit of Patrick Tracy, read and knows the contents thereof to be true, and further Deponent avers that he as one of the sailors of the ship Otaga, was treated exactly as above recited by the said U. S. Consul.

(Sgd.) Robert Reed.

Signed & sworn to before me this 21st day of July, 1873.

(Sgd.) C. E. DeLong,
U. S. Minister.

Legation Seal

Thomas Lindsay, upon being by me first duly sworn, deposes and

and says he has heard the foregoing statement and affidavit of Patrick Tracy, read and knows the contents thereof to be true, and farther deponent avers that he as one of the sailors of the ship Otaga was treated exactly as above recited by the said U. S. Consul.

(Sgd.) Thomas Lindsay

Signed and sworn to before me the 21st day of July, A.D. 1873.

(Sgd.) C. E. DeLong.

U. S. Minister.

Legation Seal

No 6.

Enclosure 3.

Copy.

Yokohama, Japan,
July 17th, 1873.

U. S. Legation. - J. S. -

Frank Edwards,

upon being by me first duly sworn, deposes and says, that he is an American citizen, of the age of twenty nine years; that he is now a resident of Yokohama, Japan, # where he has resided continually since the 4th day of May, 1872. That on the 3d day of October, A.D. 1872, he entered the employment of Charles O. Shepard Esq., U. S. Consul at Kanagawa, as postal clerk, which position he this

deponent

deponent continued to fill until during the month of February last. That his salary allowed & paid him during said period of time was at first $40 per month with board and lodging; the $50 per month with the same allowances, and subsequently $65 per month without allowances. That during the period of time whilst he was thus in the employment of said Charles O. Shepard, then and now U. S. Consul for Kanagawa, he said C. O. Shepard, committed various crimes and misdemeanors of which he, this Deponent, now complains and accuses him, to wit:

That on or about the

the 10th of January last he, said Charles O. Shepard, in the post office in the Consulate at Kanagawa, broke the seal, opened and read a sealed letter which had previously been received at said Consulate for and addressed to one Rapeport, a person then & now a resident of Yokohama. That said letter had been and was then advertised, and that after reading and destroying the same, he, said C. O. Shepard, when asked for said letter by said Rapeport, informed him that it was a letter written by himself and returned, and that he, Shepard, had forwarded it to Washington

to

to the Dead Letter Office; that when the said Rapeport questioned the truth of the statement, as the advertisement of the letter bore date only three days previously, and no mail had left in the meantime, he Shepard, replied that it was in the mail, and could not be got at. Deponent further avers that about the same time a sealed letter addressed to one J. B. Morris, a gentleman at one time in the employment of Messrs Lane, Crawford & Co was received at said Consular post office. That he, this deponent, placed the same in the box of Messrs Lane, Crawford & Co

who

who returned the same with the statement that Mr Morris was residing at Yeds. Said letter this Deponent avers and says that he the said Charles O. Shepard, unsealed, opened, read and destroyed in his this + deponents, presence, in said Post Office; he, the said Shepard, at the same time remarking, "all right; if you do not want the letter, you need not have it." Deponent farther avers that on or about the 25th day of December last a package, addressed to some French house in France, was returned to the U. S. Post Office in Yokohama, from the Post Office

Office in San Francisco,
with an endorsement in
writing upon it, to the effect
that it was returned as being
too large to be sent through
the mails. That said package
was in black oil cloth, and
sealed; that upon its arrival,
he, deponent, called said Charles
O. Shepard into the Post Office,
and calling his attention to the
package, asked him what should
be done with it, he this deponent,
at the same time remarking that
it had never passed through this
office; to which said Shepard
remarked to this deponent,
"Can you tell where it came
from, or what House sent it?"

To

to which Deponent made no reply, but assisted said Shepard in an endeavor to ascertain from whence it came, failing in which, he, the said C. O. Shepard, in the presence of him, the Deponent, and of a Japanese servant, cut the said package open, which was found to contain about forty or fifty yards of red damask or red rep, Deponent knows not which. That he, this Deponent, then asked said Charles O. Shepard if it should be sent to the Dead Letter Office, or advertised, to which said C. O. Shepard replied "No. Let people attend to their business letters," and at

at once conveyed away to his private room the said material which this Deponent never afterwards saw. Deponent further says that said package, and also the letters above referred to were all stamped with U. S. postal stamps.

Deponent further avers and says that when he entered the service of said Charles O. Shepard, he received instructions in all cases when letters should be received over-stamped with stamps uncancelled, to remove the excess and place the same with the postage stamps kept in the office for sale. That, for instance

a

a letter for England upon which sixteen cents postage should be paid would be received with two ten cents stamps thereon; that one of said stamps would be removed, and a six cent stamp put in its place. That very frequently mails called supplementary mails would arrive at the Post Office in Kanagawa, fully stamped, but the stamps uncancelled, they having been put on board of steamers without passing through any post office, and the pursers of said steamers having neglected to cancel stamps, that in all such cases, and on numerous occasions whilst

acting

acting under the instructions of said Charles O. Shepard so to do, he, this deponent, would remove all of said postage stamps, & stamp the letters full paid, deliver the same in that form, and so sell the stamps to customers calling at the Post Office for stamps. That the general rule at the office always was enforced during his, this deponents, term of office, was to carefully weigh all mail matter, to remove all stamps when over-stamped, leaving thereon only so many as required by law, and sell the residue for the benefit and on account of said Charles

O.

O. Shepard. Deponent further
avers that he has often seen said
Charles O Shepard attend to this
business, and remove stamps
from letters himself. Deponent
further avers that in one in =
stance the stamps from one way
mail thus removed amounted to
about thirteen dollars, and
that on an average the receipts
derived by the said Charles O.
Shepard from this source during
the time of his, this deponents, in
employment would and did average
about forty dollars per month.
Deponent farther avers and says
that, acting under instructions
from said Charles O. Shepard, by
this deponent. Kept all letters
and

and mail matter for the State Department at Washington & separate from the residue of the mails; which said Departmental mail matter, he, said C. O. Shepard, during about two months time, to-wit: during the months of January and February last in all cases took to his private room before dispatching the same and after a brief retention returned to the common office.

(Sgd.) Frank Edwards.

Signed and sworn to before me this 17th day of July, A.D. 1873.

(Sgd.) C. E. DeLong,
Env. Ex and Min. Plen
of the U.S. of America in Japan

Legation Seal

Rec'd 24 Nov

Copied

Ackn'd 25 Nov

No 7.

Mr Bingham

U. S. Legation, Japan.

Yokohama, Oct. 20. 1873.

DEPARTMENT OF STATE RECEIVED NOV 20 1873

Mr Bingham, U. S. Minister,

to the

Hon. Secretary of State.

FOREIGN RELATIONS, '74

Subject.

Relative to the nomination of Mr Soyeshima Tanenomi to be "Gaimu Sosai."

Copied

No 7.

U. S. Legation, Japan,
Yokohama, Oct. 20. 1873.

Sir:

I am informed by Mr Soyeshima Taneomi, late Minister for Foreign Affairs of Japan, of his nomination to be "Gaimu Sō=sai", or Superintendent of Foreign Affairs. The change which this notice implies is only a nominal one, involving merely a difference of title. Mr Soyeshima has been appointed to be of the "Sangi", or Privy Council

The Honorable,
The Secretary of State,
Washington, D.C.

Council, and, while he will still exercise the functions of Minister, he cannot, under the law of Japan, retain the title of the office.

I am, Sir,

Your obt. servant,

Jno. A. Bingham

Unofficial. Ack'd 17 Dec w/ Bedan

U. S. Legation, Japan,
Yokohama, Oct 20. 1873.

Hon Hamilton Fish,
Secretary of State:

Sir: In accordance with your request and before my departure from home, I sent for your consideration and revision a list of books for the Legation Library in Japan. I was not unmindful of your words to me, that "a law library," as provided for in the act, included more than law books, therefore it was my endeavor in the list submitted to you to present, if possible, an epitome of all that is found in the English language of law, literature, science, art and history sacred and profane, hoping that in cheap form the books named could be purchased for the amount appropriated, $2500.
I have not, as yet, heard anything of the library.
You will see by the inventory of books received by me from my predecessor, what a beggarly exhibit was made thereof by the United

States of America, here upon the frontiers of the East, whose people are in quest of all that is valuable in the past and present of all nations.

In my letter to you of the 7th inst. I communicated the proposition of Mr Batchelder to rent to the United States suitable grounds and buildings thereon for Court House and jail in Yedo, under the 2d Sect. Act March 3d, 1873. Statutes at Large Vol. 17 p. 582. Inasmuch as this section provides that the Secretary of State through the Minister Resident at Japan be authorized to rent, furnish &c a Court House and Jail with suitable grounds &c in Yedo, I cannot act in the premises, as you perceive, but by your authority and approval, and then only within the amount limited by the Act. You will notice that by the terms proposed by Mr Batchelder, the Government pays but $3700 per annum for the buildings and grounds, being $1300 less than the amount provided for in the Act.

It seems to me greatly to the advantage of the Government to locate the

Legation at once in Yedo on the terms named, and thereby secure for our use altogether the best and most suitable place that I have found in that city, and which with the residue of the appropriation, with your consent, could be furnished and fitted up in a style somewhat becoming the Government of the United States. As time is important in this matter, will you please, if you have not already done so, send me your reply in relation to this proposition by telegram.

I hear that there is a general purpose and desire expressed among the Foreign Legations now located at Yokohama to remove to Yedo, and a house is now being built there by England for her Legation. It may not be improper to say that England makes considerable outlay here, and also places secret service money in the hands of her Legation to aid her in impressing her wishes and policy upon the Government of Japan, and all this is backed up by her armed soldiery here. I hope to be able when I get nearer to the Government

of Japan at Yedo, to be able the
better to promote American interests
in this Empire.

I am, Sir,

With the highest consideration,

Your obt. servant,

M. A. Bingham

dsp

acknw Oct 24 1873

Copied

No 8.

Mr Berdan

U. S. Legation, Japan,
Yokohama, Oct 21. 1873.

DEPT. OF STATE RECEIVED NOV 20 1873

Mr Bingham, U. S. Minister,
to the
Hon. Secretary of State.

FOREIGN RELATIONS '74

Subject.

Relative to the audience of
C. W. Brooks, Esq., with the Tenno.

Enclosure.

1. Account of Mr Brooks — audience with the Tenno.

Copied

No 8.

U. S. Legation, Japan.
Yokohama Oct 21. 1873.

Sir:

On the 14th instant + His Majesty the Tenno granted an audience to Mr C. W. + Brooks, an account of which is herewith. (Enclosure 1.)

This manifestation of regard to an American citizen, I think it proper to make a matter of record.

I am, Sir,

Your obt. servant,

Wm. A. Pile[illegible]

The Hon. Secretary of State.
Washington, D.C.

No 8. Enclosure.

Speech addressed by His Imperial Majesty the Tenno of Japan, at a Special Audience given, to Charles Wolcott Brooks, at his Palace, on Tuesday October 14th 1873.

"I am gratified to meet you here for the first time. You have performed your duties faithfully and zealously for many years, as Consul at San Francisco. You have extended all necessary assistance to my people, in the kindest and most watchful manner, doing all things for the best, and I express my entire satisfaction with your conduct, and with the able

Services,

services you have rendered my Ambassador Extraordinary to whom you have been attached, and whom you have accompanied around the world, in this mission to the various Treaty Powers."

Answer by Charles Wolcott Brooks.

"Before returning to America, I am gratified to have the opportunity of personally expressing to Your Majesty the deep sense of respect and appreciation, with which I have received and enjoyed the Commission, which it was the pleasure of Your Majesty to confer upon me.

I deem myself fortunate that Your Majesty has deigned to observe the devotion with which I have constantly

labored

labored to merit Your Majesty's high appreciation.

I beg to offer the expression of my acknowledgements for Your Majesty's gracious allusion to my services, and to hope that Your Majesty will be well persuaded, that the remembrance of this occasion, will always be precious to me.

May Your Majesty's reign be long peaceful and happy."

After the audience the Emperor presented his full length portrait in a frame, to Mr. Brooks.

GD

Enclosure to Navy 1 Dec Mr Burdan

Ack 6 Dec

No 9.

DEPARTMENT OF STATE
DEC 1 1873
RECEIVED

U. S. Legation, Japan,
Yokohama, Oct. 27. 1873.

Mr Bingham, Minister,
to the
Hon. Secretary of State.

Subject.

Transmits papers showing the position of the danger "Kamineh" in the harbor of Osima Kii.

Enclosure.

Notice to Mariners and Chart of the harbor of Osima Kii.

No 9.

U. S. Legation Japan,
Yokohama, Oct 27. 1873.

Sir:

I have the honor to transmit herewith, for the information of the Navy Department, a chart and notice to mariners, ~"~ published by the Japanese Government, showing the position of danger in the harbor of Osima Kii.

I am, Sir,

Your obedient servant,

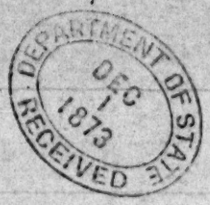
Wm. A. Burlingame

The Honorable,
The Secretary of State.

Mr Berdan

Ack^d 6 Dec^r

No 10.



U. S. Legation, Japan,
Yokohama, Oct 28. 1873.

Mr Bingham, Minister,
to the
Hon. Secretary of State.

Subject.

The Legation does not seem to have been supplied with a copy of the volume of "Treaties with Foreign Powers since July 4. 1776."

No. 10.

U. S. Legation, Japan,
Yokohama, Oct. 28. 1873.

Sir:

In reply to the enquiry —"— contained in Department circular dated the 12th. ultimo, I have the honor to state that this —"— Legation does not seem to have been supplied with any copies of the volume entitled "Treaties with Foreign Powers since July 4. 1776."

I am, Sir,

Your obedient servant,

Wm. A. Bingham

The Hon. Secretary of State,
Washington, D. C.

Mr Burdan

Ack'd Dec 6

No 11.

U. S. Legation, Japan,
Yokohama, Oct. 28. 1873.

Mr Bingham, U.S. Minister.
to the
Hon. Secretary of State.

Subject.

Acknowledges the receipt of Department Instructions Nos. 6, 7 and 8.

No 11.

U. S. Legation, Japan,
Yokohama, Oct. 28. 1873.

Sir:

I have the honor to acknowledge the receipt of your instructions Nos. 6. 7 and 8.

I am, Sir.
Your obedient servant.
Wm. A. Bright

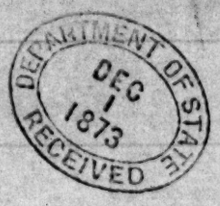
The Honorable,
The Secretary of State,
Washington. D.C.

Mr Bingham
Acknowledge - The communication will be filed as on file for future reference

Ack'd Dec 6

D Dec 1

No 12.



U. S. Legation, Japan,
Yokohama, Oct 29. 1873.

Mr Bingham, Minister,
to the
Hon. Secretary of State.

Subject.

Reports upon charges against Consul C. O. Shepard, in matter of withdrawal of American protection from the firm of Shultze, Reis & Co.

Enclosures.

1. Mr De Long to Mr Shultze, advising him of his inability to aid in obtaining for him (Shultze) American protection.
2. Affidavit of H. W. Denison.

No 12.

U. S. Legation, Japan,
Yokohama, Oct. 29, 1873.

Sir:

By your No 6, dated the 18th ultimo, I am requested to examine into certain charges preferred against C. O. Shepard, Esq, U. S. Consul at Kanagawa, in Mr DeLong's No 455, of date the 31st July, 1873, on account of his withdrawal of American protection from the firm of Stultze, & Reis & Co. I have the honor to report that I have made such

Examination

The Honorable,
The Secretary of State.

Examination of the matter as soon as possible in the absence of Mr. Shepard, who sailed for America before the receipt of your instruction. Among other things on this subject, I find on file in the Legation a copy of a letter addressed by Mr. De Long to Mr. Adolph Shultze, a copy of which is herewith. It will not escape your notice that Mr De Long in this letter informs Mr Shultze that he is powerless to aid him in securing protection as a citizen of the United States, for the reason, as he says, that his instructions are that "American protection shall not

"not be extended to any person
"whomsoever not actually a
"citizen of the United States
"by birth or complete natural=
"ization". By reference to Mr
DeLong's No 455, to which you
refer in your instruction to
me, you will find the following:
"In reply to Mr Shultze I
"informed him that I could
"not render him any assistance,
"as it now appeared to me
"that he was not in fact a
"citizen of the United States, and
"I requested him to return me
"the passport for cancellation".
In Department instruction No 108
to Mr Shepard, in reply to
his No 178, (Consulate Record) the
following

following language is employed with reference to the passport issued by Mr DeLong to Mr Shultze: "× × × × × which, "(the passport) it is believed, was "improperly issued to Mr "Adolph Shultze. Your (Mr "Shepard's) action in retaining "the passport is approved." This seems to dispose of one of the charges against Mr Shepard in Mr DeLong's despatch No 455, viz.: that Mr Shepard refused to return the passport for cancellation. As for the reasons that — "— induced Mr Shepard to register Mr Shultze January 5th, 1873, I can only answer that it appears

appears that this gentleman had previously been registered (December 3rd. 1866.) by Consul Stahel as an American citizen, and had also received a passport from Mr Van Valkenburgh, U. S. Minister, which facts may have induced the registration by Mr Shepard. It may also be that the following extract from Mr DeLong's despatch No 214, of date July 7th. 1871, will furnish a key to Mr Shepard's action in allowing Mr Shultze to remain registered until the facts came to his knowledge concerning the latter's actual citizenship.

In

In the despatch referred to Mr DeLong says: "The large "commercial house of Shultz, "Reis & Co, doing business at Kobe "and this place (Yokohama) & "having been registered before "my arrival, and desiring to "continue under American "protection, I have, by directions "given to our Consular officers, "allowed to remain registered" &c.

It seems upon inquiry, that, after Mr Shepard had "registered" Mr Shultze, Mr Shepard obtained information in July last that Mr Shultze was not an American citizen, and caused him to appear in person, and required of him

him evidence of citizenship, and thereupon took his affidavit, a copy of which, it seems from the records of the Consulate, was transmitted to the Department, as an enclosure with Mr Shepard's No 178 of July last. This affidavit states that the affiant has not lived in the United States since 1858, and that he never had any other naturalization papers than his declaration of intention, from which it is manifest that he was not then, and is not now, a citizen of the United States. For this cause, it seems, Mr Shepard did the act complained of by

by Mr DeLong, that is: refused to surrender to Mr Shultze the passport given by Mr DeLong, and withdrew from the former the protection of the United States. I may state in this connection that my information is that the other members of the firm of Shultze, Reis & Co are not, and never claimed to be, American citizens.

It is further charged by Mr DeLong in his No 45-5; that "Mr Shepard finding out that "Mr Shultze was not a —"— "citizen; suppressing this in= "formation from me (him) —"— "directs him (Mr Shultze) to "obtain a passport which he

knew

"knew I would not hesitate to grant."
It is clearly inferiable from
the records of this Legation that
Mr DeLong was informed by
Mr Shultze that Mr Shepard
had directed the latter to
obtain a passport from the
Minister. It is equally clear from
the affidavit of H. W. Denison
2/12 Esq. U. S. Marshal, (Enclosure 2.)
who was present when Consul
Shepard investigated the citi-
zenship of Shultze on the 14th
of July, 1873; that Mr Shultze
several times "spoke of obtaining
"additional evidence of citizenship,
"and, among other documents, spoke
"of getting a passport from the
"U. S. Minister, and wished to
obtain

" obtain from the Consul assurance
" that such additional evidence
" would be sufficient to establish his
" right to be registered, and that
" the Consul replied to him ~~in~~ ~~in~~
" that 'he could not pass upon
" the sufficiency of the evidence until presented;'"
which evidence would seem
to exclude the conclusion that
Mr Shultze applied to Mr
DeLong at the request, or under
the direction of the Consul.

I am, Sir,

Your obedient servant,

Wm. A. Bingham

No 12. Enclosure 1.

Copy.

No 181. U. S. Legation, Yokohama,

Japan, July 27th, 1873.

Sir:

Acknowledging the receipt of your note of date the 24th inst. complaining of the action of C. C. Shepard in having withdrawn from you the protection of the United States Government, and asking relief at my hands, I beg to state that a careful examination of the instructions which I have received at various times satisfies my mind that I am powerless to render you any assistance. The language

6

of one of my instructions is — plain and direct. Speaking of the subject, it directs that — "American protection shall not "be extended to any person whom= "soever not actually a citizen "of the United States by birth or "complete naturalization" &c. This rule by your own admission would exclude you, and also your House of Shultze, Reis & Co. I am equally at a loss with yourself to understand why the Consul should have so suddenly raised the question, or why he rejected those proofs of your citizenship which seemingly satisfied him formerly, and caused him to register you, and extend protection to you for a long time

time; still less can I understand why he directed you to obtain a new passport as necessary evidence, and then rejected the evidence he directed you to obtain.

I also agree that it must be most painful and annoying to you to find yourself and your house thus bereft of protection at a ~"~ moments notice, when you have so much business of a very ~"~ important nature pending both in Mr Shepards Consulate, and also in this Legation. I have ~ spoken with the German Minis= ter, Baron Von Brandt, who has stated his willingness to at once receive your house under his protection. I will do all in my

power

powers to aid him to obtain a complete understanding of the unfinished business you have with me, and I will also assist him in obtaining similar information from our Consulates. This change of protection will unquestionably cause you some delay and annoyance, but with his excellent disposition to aid you, and my active co-operation in giving him all necessary information, I trust you may be saved from much of the trouble which you anticipate. The passport which I granted you I will thank you to at once return for cancellation. I granted it, as you are aware, on the evidence of common reputation

reputation which you have
always held since I have been
in Japan of being an American
citizen, on the fack of your
registry in Mr Shepard's Con=
sulate as such, and upon the
production of a passport
previously granted to you by
my predecessor, Gen: Von Valkenburgh.
Regretting exceedingly that I
am powerless to do aught
else to aid you,

I remain, Sir,

Your most obdt.

(Signed) C. E. DeLong

Adolph Shultze, Esq.
Yokohama,
Japan.

No 12. Enclosure 2.

Copy.

Yokohama, Japan.
October 29th 1873.

Henry W. Denison, being first duly sworn, deposes and says: That he was present in Consul Shepard's office at the time the different conversations took place between Consul Shepard and Mr Shultze concerning the cancellation of the latter gentleman's name from the Register of American Citizens, and that during the different conversations upon the subject, Mr Shultze several times spoke of obtaining additional evidence of citizenship, and among other documents he spoke

8

of getting was a passport from the U. S. Minister, and in each instance he asked if the —"— additional evidence he proposed to adduce would be sufficient to establish his right to be registered, and in each case the Consul replied that he could — not pass upon the sufficiency of the evidence until produced: That Mr Shepard did not in his — this deponents — hearing intimate or suggest in any — way that Mr Shultze had better get a passport from the —"— Minister: neither did Mr —"— Shepard, directly or indirectly, intimate that such a document would be of any material benefit

to

to him, or be any evidence of citizenship.

(Sgd) H.W. Denison.

Sworn and subscribed to
before me this 29th
day of October, 1873.

(Sgd) Geo. N. Mitchell,
Vice Consul.

Consulate
Seal

Report Bd 2 – (in time for Instruction by next mail)

No 13.

Ack. 13 Jan 4

W. Burdan

U. S. Legation, Japan,
Yokohama, Oct 30th, 1873.

DEPARTMENT OF STATE
DEC 1 1873
RECEIVED

Mr Bingham, Minister,
to the
Hon. Secretary of State.

Subject.

Forwards claim of Japanese Government for rent for Lot 178, and advises that the lease for the same be relinquished.

Enclosure.

E. S. Benson to Mr Bingham, preferring claim for rent.

No 13.

U. S. Legation Japan,
Yokohama. Oct 30th, 1873.

Sir:

The Municipal Director at Yokohama, Mr E. S. Benson, has preferred a claim against the United States Government for rent of Lot 178, in a communication to me, a copy of which is herewith. 13.

It appears that this lot has never been occupied by the Government of the United States, although granted for "official purposes". So far as I can learn, the property

The Honorable,
The Secretary of State.

property has not been, and is not now, of any use to the United States, nor is it needed for any Government purpose whatever. I would, therefore, suggest for your consideration the propriety of surrendering the lease of this property, to the end that the rent charge may cease.

Touching the conveyances and uses to which this lot has been subject, I beg leave to refer you to Mr De Long's despatch No 313, dated November 28th, 1872.

I am, Sir,

Your obedient servant,

Mc A. Pinkham

No 13. Enclosure.

Copy.

Municipal Office,
Yokohama 16th Oct. 1873.

His Excellency,
John A. Bingham.
Envoy Extraordinary
and Minister Plenipotentiary
of the United States.

Sir:

It being a part of my official duty to collect ground rent due the Japanese Government, I have the honor to place in your hands a claim for certain rent due on a piece of land located on the Bluff, near the Foreign Settlement of Yokohama, granted by the Government

Government of Japan to that of the United States.

In the year 1866 upon the application of A. L. C. Portman, Charge d'Affaires, the Japanese Authorities set apart this piece of land, now known as Lot 178, for the use of the U. S. Government for Hospital purposes.

On the 3rd of June, 1871. three years ground rent was paid to the Japanese Government from 1 August, 1867. (the date indicated by them for the rent to commence) to 1 August, 1870.

On the 3rd July, 1871. ten months additional rent was paid namely from 1 August, 1870

to

As of June, 1871.

The U. S. Naval Authorities having determined upon erecting their Hospital on another location, the Japanese Government were requested by Minister DeLong to issue a new title deed, in which it should be stated that this Lot was granted to the United States "for an official purpose." It contains, by Japanese measure, 1153 Tsubos, or little less than one acre, on which the yearly ground rent, payable in advance, is One hundred and thirty-eight 36/100 ($138 36/100) dollars. The amount now due is Four hundred and fifteen 08/100 dollars ($415.08)

($415.08) viz: for three years rent from 1 June, 1871, to 1 June 1874.

Up to the present time no buildings have been erected on this land.

May I ask you to do me the favor to present the above claim to His Excellency the Secretary of State at Washington.

I have the honor to be,

Sir,

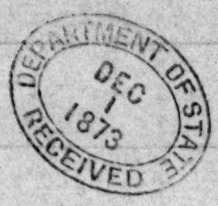
Your obedient servant.

(Sgd.) E. S. Benson,

Municipal Director.

Acknd Dec 1 Mr Burdan

No 14. Ackd 6 Decr



U. S. Legation, Japan,
Yokohama, Oct. 30th 1873.

Mr Bingham, Minister,
to the
Hon. Secretary of State.

Subject.

With reference to violations of covenants in land leases of American citizens at Kobe.

No 14.

U. S. Legation, Japan,
Yokohama, Oct 30th 1873.

Sir:

Referring to your instruction No 3. of date September 1st 1873. in relation to certain covenants in land leases to American citizens at Hobi. I have the honor to say that I have addressed a note to Consul Turner at Hiogo for information as to the interferences complained of, the names and citizenship of the lessees &c.

In accordance with your instructions

The Honorable,
The Secretary of State.

instructions, I have called the attention of the Imperial Government to the alleged interference by Japanese subjects or officials with the rights of American citizens in certain leased lands at Kobi, with a view to securing from that Government such directions to the local authorities at Kobi as may tend to prevent their further interference with the rights of the lessees.

As soon as replies are received to these notes, I will advise you with regard to all the matters of enquiry embraced in your instruction.

I am, Sir, Your obed't. servant,

Jno. A. Bingham

Report as to the Condition of the Appropriation
Mr Haywood
Dec 1. 1873

No 15.

U. S. Legation, Japan.
Yokohama, Oct. 31. 1873.

Mr Bingham, Minister.

to the

Hon. Secretary of State.

Subject.

Relative to rent due on Legation building at Yedo.

Account of appropriation
to payment of buildings in Japan
Cr
Paid off. of Mr Delong on
that account $701.72
Bal. left of appropriation $5,298.28

E Haywood

No 15.

U. S. Legation. Japan.
Yokohama, Oct. 31. 1873.

Sir:

Referring to your instruction No 140, 18th October, 1872, I find a memorandum of rents which includes the U. S. Legation building at Gunshugi, Tokei, and states the rent therefor from 1869 to 1872 at $1354 32/100. As I have heretofore notified you, this Legation building at Tokei is wholly unfit for the use of the United States.

I t

The Honorable,
The Secretary of State.

It is in a remote portion of the city, in the woods, surrounded by water, and in no respect fit for habitation. As it was ~~~ doubtless at times occupied as a court-house by the Minister in cases coming before him judicially. I suppose that the payment of the rent, if it has not already been paid, is within the provisions of the first section of the Act of March 3rd 1873. - Statutes at Large, vol 17. p. 582 - and therefore beg leave to ~~~ suggest to you the propriety of praying off the obligation of the United States, if any remains. ~~~ for the rents thereon and surrendering

surrendering the property to the Japanese Government. I would respectfully ask your instructions in the premises. Should you ~~~ authorize me to contract under the second section of the Act of March 3rd, 1873, as hitherto proposed in my unofficial letters to you, dated, respectively, the 7th and 20th instant, of course the Legation building at Yoshiwara, Tokei, will no longer be needed.

I am, Sir,

Your obedient servant,

M. A. Pruyn

Mr Burdan

Ack'd Dec

No 16.

U. S. Legation, Japan.
Yokohama, Nov 1st, 1873.

Mr Bingham, Minister.
To the
Hon. Secretary of State.

Subject.

With reference to the change of Ministry in the Japanese Government &c.

No 16.

U. S. Legation, Japan.
Yokohama, Nov 1. 1873.

Sir:

I deem it proper to notify you of what may be termed a bloodless revolution in Japan, which began on the 25th ultimo, and was consumated about the 29th ultimo. Of this revolution I have nothing that may be termed official information, nor do I look for anything of the sort. What is reported to you has come to me so directly as that

The Honorable,
The Secretary of State.

that there seems no doubt that it is in exact accord with the facts.

Hitherto the Grand Council, or "Daijo-ken", did not embrace, necessarily, the Heads of Departments, and yet had a controlling influence over the affairs of the Empire. Recently the Grand Council has been pressed, as I think by Russian and English intrigue, to consider the advisability of making war upon Corea, and, probably, against Formosa. Without knowing or suspecting these intrigues, I took occasion when calling on the Heads of Departments and members of the Grand

Grand Council to intimate that I thought it was the first duty of Nations, as I thought it was the first duty of men, to cultivate peace with each other; in response to which, on more than one occasion, the officials to whom I addressed the remark, manifested their gratification at the expression of such sentiments. Subsequently, it appears, the question was raised in the Grand Council whether, or not, Japan should declare war against Corea, and perhaps against Formosa also. Of the recent Embassy, Iwakura, Kido and Okubo were members of the Grand Council, and protested against the

the proposition as madness, —
insisting that the policy of the
Empire was peace. They, with others
of the Council, were in the —
majority, and the result was
that the minority of the Council,
lead by Soyeshima Taneomi, late
Ministes for Foreign Affairs,
with the Heads of Departments,
tendered their resignations.
This has resulted in the recon=
struction of a Council, which
shall represent and comprise
as well, the Heads of the various
Departments, a conjunction
hitherto unknown, and manifestly
implying that hereafter the
Government shall be a unit.
The new Government thus —
established

established, as far as completed, is as follows:

Iwakura, Prime Ministers;
Kido and Okubo, Advisers;
Kats-Awa, Minister of the Marine;
Ito, " Public Works;
Terashima, " Foreign Affairs;
Oki, " Justice;

leaving the Departments of Religion, Education and War to be filled.

The Council and Departments thus appointed are understood to be, and doubtless are, a unit for the peace policy. It is believed that this triumph of Japan over the intrigues of Russia and England is of great importance, present and prospective, inasmuch as

omit

as it seems to give decided check to the endeavor of those powers to appropriate to ~"~ themselves; to Russia, on the one hand, the territory of Corea, and, it may be, Yesso and ~"~ Saghalien as well; and to England, on the other, the ~"~ magnificent island of Nipon, larger in area, and greater in natural resources than Great Britain itself. It may not be improper to say that my information is that ~"~ England, through certain of her agents, encouraged and sought to induce Japan to make war upon Corea; while Russia sought to obtain an

entrance

entrance and foothold in Corea
by giving assurance that in
the day of trial she would
furnish Corea men and
arms. However overdrawn
this statement as it came
to me may be, I am quite
assured that both the
powers named look to and
strive for a controlling power
over the territories just
mentioned.

In this connection, I have to
inform you that I have this
day received official notice
from Mr Soyeshima Tanenomi
of his retirement from public
duty at his own request. I am
informed, from other sources,
that

that he may be tendered the mission to either England or Russia.

I am also officially informed by Mr Terashima Munenori of his assumption of the duties of the office of Minister for Foreign Affairs. This gentleman has until recently held the office of Envoy &c. to England. I desire to add that it is very significant that of the new Council, four, viz: Iwakura, Kido, Okubo and Ito, were of the recent Embassy to the Treaty Powers. The policy of the new Government has been foreshadowed in a letter by one of these, Mr Kido, which has been

been published and widely circulated.
It is to be a policy of peace
of retrenchment, and of
progress. That it will be sustained
is evidenced by the action of
Saigo, Commander in Chief of
the Tenno's Army. A warlike
Satsuma Chief, and a prominent
member of the old Council,
he was bitterly hostile to
Corea, and determined upon
its subjugation. Upon the
triumph of the peace party,
he tendered his resignation,
not only as a member of
the Council, but also as
Commander-in-Chief. It was
not accepted, however; whereupon
calling his principal followers
together

together, he informed them that he cherished no ill-will toward the new Government, but should heartily support it, and counselled them to follow his example.

If Japan maintains the policy she has thus wisely inaugurated, she will be able without asking special favors hereafter of any foreign power to preserve her independence and maintain her credit. With reference to this latter suggestion, I would observe that I am reliably advised that Japan is to-day able to pay off every dollar of her foreign debt, which, it

is

is said, is principally
held in Germany.

I am, Sir,

Your obedient servant,

Wm. H. Kephart

Copied

The views of the Minister appear to be sound. Ask Mr O'Connor before instructing approving them & see if any further instructions are necessary respecting the closing

No 17. Duplicate. 2 Dec 73 Ack'd 5 Jan'y Mr O'Connor & Mr Burdett

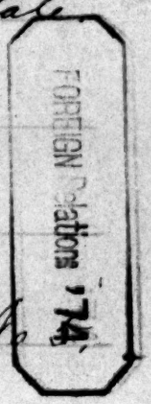
U. S. Legation, Japan,

Yokohama, Nov 17th, 1873.

Mr Bingham

to the

Honorable Secretary of State



Subject.

In reply to Dept. instruction No. reports that he does not consider the "Hunting Regulations" promulgated by the Japanese Govt. in conflict with treaty stipulations.

Copied

No 17.

U. S. Legation, Japan,
Yokohama, Nov. 17. 1873.

Sir:

I have the honor, in reply to your instruction No 5, dated the 6th September, 1873, to say that having examined, as therein requested, the "Hunting Regulations" referred to, I am of opinion that nothing therein contained, when construed according to the manifest intent thereof, conflicts with the privileges secured by treaty to

The Honorable,
The Secretary of State.

to American citizens in Japan.
It may not be improper for
me to add in support of
this opinion that I find
nothing in the treaty of 1858
which in anywise denies to
Japan the general power to
legislate over all persons
within her territorial limits by
general laws, while Article 6th
of that treaty does by necessary
implication, in my judgment,
declare that the Government
of Japan may by laws define
and prohibit offences within
her territorial limits, and that
no person resident therein is
privileged by any treaty to
disregard

disregard and violate such general law. It is no answer to this to say that, because there are certain privileges secured by treaty to the Government and citizens of the United States, Japan may not, therefore, rightfully exercise general legislative power over all persons within her limits in all matters not expressly provided for in the text of the treaty. I am not unmindful in considering this question that by the 6th Article of the treaty Americans committing offences against Japanese are to be

tried

tried in American Consular Courts, and when guilty punished according to American law, but I submit that it does not result from this that the Government of Japan may not by general law define and prohibit all crimes and misdemeanors against person and property within her limits. There is nothing in the "Hunting Regulations" that I can discover which can be construed to deny to American citizens the right to be tried for any breaches thereof before the American Consular Courts,

and

and to be punished, upon a conviction, according to American law. The penalties prescribed by the regulations can only be held to apply to Japanese subjects, while the prohibitions therein are obligatory upon all. This seems to me to be their intent, and so I understand they have been uniformly administered. If, however, the manifest intent of these regulations be disregarded in their construction, and the letter alone, so imperfectly expressed, be followed, it might properly be said that Articles 18 and 21, and the specific penalties annexed,

annexed, do conflict with the provisions of the treaty of 1858.

I am, Sir,

Your obedient Servant,

Wm. A. Richardson

Enc

Able to release it paid one Dollar but fails in the other. Readers must regard this as a refusal by Congress to release - But it is not thought best to unduly press the claim.

No 18. Ack'd Jan 4 Mr Berdan

U. S. Legation, Japan,
Yokohama, Nov. 18. 1873.

Mr Bingham
to the
Hon. Secretary of State.

Subject.

Enquires whether it is desired to press the payment of the unpaid balance of the Shimonoseki indemnity.

Copied

No 18.

U. S. Legation, Japan.
Yokohama, Nov. 18th 1873.

Sir:

Referring to your instruction No 179, of date the 6th March last, with its enclosures, I find no allusion therein to the unpaid balance of the indemnity agreed to be paid by Japan to the United States on account of the attacks made at Shimonoseki by the Daimio of Choshiu.

Some days since I was asked by Sir Harry Parkes, my British colleague, to join him with the

The Honorable,
The Secretary of State.

the other Foreign representatives, in a joint note to the Japanese Government, calling attention to the non-payment of a moiety of this indemnity. This I declined to do, until I should receive instructions on the subject from my Government. It appears by the record above referred to, and the record accords with my recollection, that a bill passed the House of Representatives, but failed in the Senate, releasing Japan from the payment to the United States of the unpaid balance of the indemnity, about three hundred and seventy five thousand dollars ($375.000)

($375.000.) If, as reported by the House committee on that occasion, the Government of the United States has already been fully indemnified by the amount hitherto paid by Japan, it occurred to me that you might deem it advisable to recommend that the House bill releasing Japan from further liability be again introduced and passed. Should such action meet your approval, and be carried into law upon your recommendation, I have no doubt it would confirm this Government in the belief of the good intention

intention of the United States towards it.

I trust that my action thus far in the premises may meet your approval, and shall await your instructions in relation thereto.

I am, Sir,

Your obedient servant,

Wm A. Bingham

Acks 8 Jan 4

Copied

No 19.

Mr Bingham

U. S. Legation, Japan,

Yokohama, Nov. 18th 1873.

Mr Bingham

to the

Hon. Secretary of State.

Subject.

Reports with relation to two interviews between the Foreign Representatives and H. I. J. M's Minister for Foreign Affairs with respect to the travel and trade of foreigners in the interior, and his action therein.

Enclosures.

1. Minister for Foreign Affairs to Mr Bingham, November 7th 1873.

2. Memorandum delivered by

Mr Bingham to The Minister for Foreign Affairs &c

November 15th. 1873.

copied

No 19.

U. S. Legation, Japan,
Yokohama, Nov. 18th, 1873.

Sir:

On the 7th instant I received from Mr Terashima Munmori, Minister for Foreign Affairs, a note (Enclosure 1.) inviting me to call at his office on the 8th instant, to receive from him "oral reply" to the inquiry made by Mr De Long on the 26th July last relative to foreign travel in the interior of Japan. I accepted the invitation and attended at the Foreign Office on

The Honorable
The Secretary of State.

on the 8th instant, on which occasion were present also, by like invitation, the representatives resident in Japan of the other foreign powers.

There was considerable conversation between the Minister for Foreign Affairs and the British and German Representatives relative to the regulations submitted to the Minister for Foreign Affairs, together with a joint note signed by all the Foreign Representatives of date the 18th September last, a copy of which note and regulations was forwarded to you by Mr DeLong in his No 482 of October

October 5th, 1873. I considered
the regulations as a proposition
for the revision of existing treaties,
and, therefore, abstained from
participating in the discussion
on this occasion farther than
than to intimate my opinion
to Mr Terashima as to the
intent and effect of the 8th
Article of the proposed regula-
tions, stating, in substance, that
all foreigners to admitted to
travel and trade must be
subject to and obey the laws
of Japan, and for every violation
thereof be held to answer before
the judicial tribunals of the
countries represented in Japan
and I

and of which they are citizens.

I caused full notes to be taken by my Secretary of the conversation alluded to. Among other things, the Minister for Foreign Affairs observed that Japan would be willing to admit foreign trade and travel throughout the Empire upon the surrender of ex-territorial jurisdiction within her limits by the Treaty Powers. Whereupon inquiry was made of me by the British Minister, whether my Government would be willing to surrender the Ex-territorial jurisdiction now guaranteed to it by treaty. I replied that as at present advised

advised it would not. I deem it proper to say that I was constrained to make this reply by reason of your instruction No 408, 21st June last, to General Robert C. Schenck, (transmitted by instruction No 207, 22d July last, to my predecessor, Mr De Long.) by reference to which I found the following:

"Japan has had no firmer
"friend than the United States,
"no one more ready than we
"to recognize her rightful
"autonomy. But on a candid
"review of the situation, the
"President is forced to a

conclusion

"conclusion that it is not
"yet safe to surrender to
"the local authorities the
"guaranteed rights of ex=
"territoriality. We have no
"such knowledge of the ad=
"administration of justice in
"that kingdom, and of the
"means for the protection of
"the liberties and rights of
"foreigners, as would justify
"such surrender at this
"time." I, of course, did not
produce these instructions,
nor say anything further
than is comprised in
the brief reply above ad=
stated, viz.: that as at ad=
present

present advised, the United States Government would not surrender its Ex-territorial jurisdiction. My information of the actual condition of affairs in this Empire, fully justifies, in my opinion, the conclusion of the President as above stated. The interview of the 5th instant closed without any definite or final action.

On the 12th inst. I was notified by my British colleague that he had arranged with the Foreign Minister of Japan for an interview with the Diplomatic

Diplomatic Body on the
15th inst., in order to discuss
the question of monopolies
and obstructions to trade.
As your instruction to Mr
De Long No 107. September
19th, 1871, remained unexecuted,
I deemed it my duty to
ascertain if possible the
changes desired by the
Japanese Government in
existing treaties, and as I
considered that all these
interviews were intended
in fact to work a change
or revision of existing
treaties, I thought it my
duty again to attend the conference,
and

and thereby become advised, if possible, of the wishes and purposes of the Japanese Government in the premises. No expression worthy of note farther than that already given in the former interview was made at this interview by the Minister for Foreign Affairs. On this occasion I thought it proper under your instruction before referred to to make known to the Minister for Foreign Affairs my own position with regard to the regulations hitherto proposed by my predecessor and others.

And

and acquaint him that my Government had instructed me to ascertain what changes the Japanese Government desires in existing treaties, and also to suggest to him, for the consideration of his Government, the matters which I assume will become the subject of examination in any revision of the treaties that may be undertaken. I therefore read to him a written
2/19 memorandum (Enclosure 2.) prepared by me, and delivered the same to him in presence of the Foreign

Representatives

Representatives.

You will notice that while I have avoided any intimation in this memorandum of my own views, or the views of my Government, touching the several subjects therein mentioned, I have been careful to expressly declare — that I have abstained from declaring for or against the regulations hitherto presented, and that the suggestions of my memorandum are made to the end that I may obtain the expression of the Government of Japan thereon.

(2)

thereon. As your instruction No 107, hereinbefore referred to, expressly requires that my predecessor shall give to the Department the benefit of his own views as to changes which may be advantageous to the United States, and as your instruction to me No 1, 16th June last, directs that instructions to my predecessor so far as they remain unexecuted, shall be regarded as part of my own, I respectfully submit for your consideration that it would be advantageous for the United States, and greatly advance the interests and promote the prosperity

of

of Japan to open the whole country to travel and trade, to the working of mines, and to the leasing, cultivation and stocking of land, subject to such police regulations as Japan may prescribe, and the Treaty Powers approve in advance, restricted by a passport system as suggested, and subject, also, to the farther condition that for all crimes and offences, for all breaches of contract, and for all trespasses to person or property committed by any of the persons admitted to these privileges, such

persons

persons shall be held to answer
to the judicial authorities
of their respective Governments
in Japan, and to such
judgments as may be
authorized by the laws
of their respective countries.
It seems to me that some
such treaty arrangements faithfully
entered into and faithfully executed
by the Treaty Powers, would not
only greatly increase the
annual productions of Japan,
but, of necessity, give additional
strength and stability to the
existing Government.
I trust that you will perceive
in my conduct as herein
recorded

recorded that I have been careful not to commit myself to an aggressive policy, which in your own words (Instruction to Mr Bancroft No 148, August 30th 1869,) "could not be enforced "upon a European or American "State by the rules of the "equitable code which regu= "lates the intercourse of "civilized States."

I await with interest full instructions from you in regard to the revision of the treaties and the views of our Government in relation thereto.

I am, Sir,

Your

Your obedient servant,

Wm. A. Bingham

copy.

No Enclosure

Copy. Foreign Office Yokio
4th of 11th month, 6th year
of Meiji

Your Excellency;

Acknowledging the receipt
of Your Excellency's note dated the
26th July last, relative to the travelling
of foreigners in the interior, and wishing
to make oral reply to it, I beg that
you will take the trouble to call at
this office at half-past two o'clock p.m.
tomorrow the 8th November.

With respect & Consideration
Terashima Munenori
Minister for Foreign affairs

His Excellency J. A Bingham
Envoy Extraordinary & Minister Plenipotentiary
of U. S. A. —

No Enclosure copy

Copy. Memorandum.

I do not consider myself authorized under present instructions from my Government to do more than ascertain what changes the Japanese Government desires to make in existing Treaties, and to make known the fact that my Government wishes to be fully advised in advance of any change proposed to be made in any of the existing Treaties with the Western Powers.

For this reason, I have in these interviews with His Imperial Majesty's Ministers for Foreign Affairs carefully abstained from declaring for or against the regulations hitherto presented by the Foreign Representatives, and have confined my remarks to what I understand to be the intent and meaning

5

of the Regulations proposed.

I would suggest to the Minister for Foreign affairs, for his consideration and to the end that I may obtain the expression of his Government thereon, thereon .. That the Treaties with the Western Powers be so revised as to secure to such of the citizens of each as may be duly recommended by their respective Ministers or Consuls resident in Japan, the liberty to travel, and trade, and work mines and cultivate or stock lands throughout the Empire, subject to such police regulations as may be made and published in advance by Japan and approved by the Foreign Powers and subject also to assume for all crimes and offences and for all breaches of contract and trespass to person or property with which they

they may be charged, only to the judicial authorities of their respective Governments in Japan.

End

Ack'd Jany
McCoun Dec 26

No 20.

RECEIVED
DEC
28
1873
DEPT OF STATE.

U.S. Legation Japan
Yokohama Nov. 19. 1873

Mr Bingham
to the
Honorable Secretary of State

Subject.

Transmitting a copy of a letter from Mr
H. Dyke. American Citizen stating a claim
pursued by him against the Japanese
Government for alleged breach of contract
for the lease to him of certain lands agreed
to be made to him by the Governor of
Yokohama.

No. 20.

U.S. Legation Japan
Yokohama Nov. 19th 1873.

Sir;

1/20 I herewith transmit a letter of Wm A. Doyle, addressed to me of date Nov. 6th 1873. stating a claim imposed by him as a Citizen of the United States against the Government of Japan for the alleged breach of Contract for the lease to him of certain lands agreed to be made to him by the Governor of Yokohama, under the Treaty of 1858. Article 3. and the Convention of 1866. Article X.

Without expressing any opinion of the
The Honorable
The Secretary of State

the merits of this claim, I deem it my duty to submit it, with the accompanying papers, as a claim preferred against the Japanese Government, only to be presented by me, upon instructions from the Department, as per your instruction numbered 165, of 4th January, 1873.

It is my opinion, that, if the applicant has any complaint for which he should have redress, it is against the Japanese Government: and therefore, cannot be made the subject of a suit in the Japanese Courts, as for the recovery of a claim against a Japanese citizen.

I await your instructions. and

have the honor to be

Your very obt Servant

Wm. A. Whitehouse

P. S. I have also enclosed herewith

herewith, in addition to the
letter of Mr Doyle referred to,
2/20 my reply to the same (Enclosure
2.) dated the 16th instant; &
an additional communi=
cation from Mr Doyle &
(Enclosure 3,) stating his
claim in extenso; and two
affidavits (Enclosures 4 and
4/20
5/20 5.) by Messers Doyle and
Battenley, respectively.

Jno. A Bingham

No. 20 Enclosure 1.

Copy. Yokohama Japan Nov 6. 1873

His Excellency

Jno A Bingham

Envoy Ex. & Minister Plenipo.

of the U.S. of Am: in Japan

" " " "

Sir.

Most respectfully I submit that in accordance with Art. 3. of our Treaty and X of Yokohama Convention of Dec: 29th 1866. I made application through H.B.M. Consul Shepard, to the Governor of this port, for land for a mill site at Aizawa on "the hills east of Yokohama". The Governor acquiesced but requested the assent of Consuls at this port, which

which if obtained, he promised to sell me the land indicated, at private sale or public auction as the Consuls might elect.

Accordingly, Consul Shepard presented the application to the Consuls of the port in convention, who approved and endorsed the application, recommending the sale by public auction as customary.

After about three weeks delay from that time, the Govt refused to sell or lease, for the alleged reason that "the "farmers objected to the sale of the "land as generally noxious"

The Farmers owning or holding the land were consulted, consented to sell or surrender the land if Government would permit, and the officers of the district so informed the Governor.

After a further delay of about one month the Governor through his land officer peremptorily refused to sell or lease the land so requested. authorized and promised.

In the meantime, U.S. Minister De Long had informed me that he had "received "instructions from the State Department "directing him/me in all cases before "submitting private applications to this "Government, to submit the same to "the Hon. Secretary of State for advice "and instruction."

He however kindly mentioned the case to the officers of the Foreign Department of the Government unofficially and received a promise that something should be done. - This however, has been fruitless.

Therefore, the time intervening from the

the 9th day of July last (the date upon which the Consul preferred my request with the approval of the Hon. Consular Body, to the Govt of this port) to the date hereof, - say four months - has been utterly wasted and lost. The consequences to me have been severe.

In the meantime I have industriously tried to secure some other suitable place for my business both in Yokohama and Yedo, but failed in both places. Completely baffled I have been compelled to sell and transfer my business machinery &c to Japanese.

I feel convinced that if my application could now be preferred by Your Excy it would be granted.

I am not now in position to avail

Yr

of it, even if it were granted - the delay, disappointment, and attendant expense, have completely upset my business arrangements in this expensive enterprise, and utterly ruined it - so that it is now out of my power to go on as I had intended, and was prepared to.

Your Excellency may depend on the truth of all I herein write, and also on my ability and readiness to substantiate it all and more to that purpose if necessary when required

There has been a prolonged suspension of my rights unnecessarily and unjustly through which I am a sufferer.

May I appeal to Your Excellency for advice, as a Citizen of the U.S. of Am. as to what my proper course will be in the

the premises?

Can I, Sir, under the circumstances properly claim from this Government restitution for actual damages sustained by me in consequence of its action in the premises? If so, I will undertake to produce to Your Exc'y, or any person you may designate for such purpose all documents, copies thereof, and proofs obtainable relative to this matter and in accordance with any direction, instruction or order Your Excellency may see fit to make in the matter.

I must respectfully beg the favor of your early answer, and meantime,

have the honor to be

with respect and esteem

Your obt Servant

(Signed) Wm H Doyle

No 20 Enclosure 2.

Copy No 8. U.S. Legation Japan

Yokohama Nov. 16th 1873.

Sir,

I am in receipt of your communication of the 6th instant relative to the losses you have suffered in consequence of the failure of the Japanese local authorities to grant you a certain lot of land for a mill site.

In obedience to instructions from the Department of State with respect to claims of American citizens against the Government of Japan I shall be pleased to report your case to the Hon. Secretary together with such proofs in writing as you may be able to produce.

I may

I may add, however, that judging your claim merely by the letter you have addressed to me, it would seem doubtful in the absence of any writing for the lease, or payment of money, improvement or occupancy whether you can successfully press a claim for damages upon the Japanese Government.

I am Sir,

Your ob't Servant

(Sd) Jno. A. Bingham

W. H. Doyle Esq^re

Yokohama.

No 20 Enclosure 3

Copy Yokohama Japan
Nov^br 10^th 1873.

H.E.
Jno. A. Bingham
Envoy Ext. & Minister Plenipo:
of the U.S.A. in Japan
" " " "

Sir:

I have the honr to acknowledge the receipt of your letter of this inst in answer to mine of the 6^th inst & to offer my thanks for same,

In reply to the doubt you express therein whether my claim can be successfully pressed upon the Japanese Government, in the absence of any writing for the loan, or payment of money,

"money improvement or occupancy."

I would respectfully submit:

1st That the rule applicable in such a case arising within the Territory of the U.S. of Am. will not apply in a case arising within the jurisdiction extraterritorial of the U.S. of Am. in the Territory of Japan. Here in Japan right of occupancy may be acquired by US Citizens only within specific limits and under special rules. - The Japanese retaining their rights as "Lords of the Soil". These limits and rules are defined in this case by Article III of Our Treaty of 1858 and Article X of the Convention of Yokohama of Dec. 29th 1866. Beyond these limits & rules, no US Citizen is permitted to go.

Yours truly

2ndly. The land indicated in my application is within the limits specified, being situate "in the Hills east of Yokohama." and was applied for by me in accordance with the rules laid down. to wit: through the U.S. Consul to the Governor of this port with the assent and concurrence in writing of the Foreign Consuls having jurisdiction at this port.

3rdly. I undertook in writing to give any reasonable guarantee as to payment of money to ensure the sale or the use of the land that might be demanded by the Japanese Authorities.

This is not required however, by regulation or custom nor did the Japanese request or suggest it - the offer originating with me. as evidence of good faith

4thly

4thly Relying on the above Convention, and precedents established even before that Convention I imported Machinery material and help from the U.S. of Am. and entered into contracts for the prosecution of the business of a Paper Mill and was further stimulated in this direction by the assent of the Governor to my application as stated in my letter of the 6th inst. to your Exc'y.

5thly There is no place in Yokohama or Yedo owned by Foreigners suitable for this business - the water companies in both places are unable and decline to furnish the needed supply of water.

6thly In the precedents above referred to, there was not even the support of "reasons of necessity" that are apparent in

in this case.

Thirdly There can be no objection on account of the effect on the water of the stream which is already polluted at a point immediately below the site applied for by me; at which point there is an establishment run by Japanese engaged in cleaning and purifying cocoons of the silk worms which are in a damaged and putrified condition. The steam from the decomposed matter (dead worms &c) which is extracted by and carried off in the water is at most times, & while the place is in operation, offensive and obnoxious in the extreme. This place has been in operation over six years. Besides which, the water is otherwise polluted. White paper making is of little or no detriment

to

to any stream.

8thly The Japanese Farmers occupying or owning the land and the Miakoshiers (Officers of the ward) were willing to sell or lease the land to me and so informed the Governor.

In conclusion I offer in evidence as proof of the above certified transcripts of my letters of application dated respectively July 7th 8th 3. two;

Copy U.S. Consul Shepard's letter forwarding same to the Governor of this port together with the assent and encurrence of the Consuls in writing. Copy of the Governor's answer to the same in writing. U.S. Consul Chas. O. Shepard Esqr will no doubt verify the truth of what I have stated with regard to the Governor promised please to him to sell the

the land in question.

Affidavit of Thomas Bottomly

Brides where, there is abundance

of European & Japanese evidence

that might be taken in an investigation

here, in support of what I state

above & in my letter of the 6th inst.

to your Excy.

I have the honor to be

With respect & esteem

Your obt Servant

(Sig.d) Wm A. Doyle

To

His Excy Jno A Bingham

E.E. & M.P.

of the U.S.A. in Japan

" " "

No 20. Enclosure 4

Transcript.

I, the undersigned, do hereby certify on oath that I am by trade a practical paper maker and have had many years practical experience in that business: about nine years of which I was foreman & overseer in England; and about eight years foreman of a paper Mill in Lee Massachusetts U.S. of Am: that I am at present residing in Yokohama, Japan, and am well acquainted with that city and its surroundings: that I am aware of the efforts put forth by Wm H Doyle to establish a paper mill there and also that he imported & now has machinery, material and help, or part thereof, in that City for that purpose: that I know of no place at present owned by

by foreigners in that City suitable for ~~such~~ that business. That I know the site at the rear of Aii zawa, in the hills east of Yokohama, for which he made application and several times viewed and surveyed the same in Company with said Doyle: that I know of a silk Cocoon cleaning factory worked by Japanese situate on the Stream running through said site & immediately below it & that I have seen the said stream fouled & polluted to an extreme degree at different times by the working of said Cocoon cleaning factory.

(Sgd) Thos Bottomley.

Sworn and subscribed to before
me this 15th Novr 1873
(Sgd) Geo: N. Mitchell
U.S. Vice Consul

Seal U.S. Consulate Kanagawa

No. 20 Enclosure 5.

Transcript:

I, the undersigned, William Henry Doyle, do hereby certify under oath that to the best of my knowledge and belief I am a citizen of the United States of America, having been born in the City of Brooklyn, County of Kings, State of New York as I am informed and have reason to believe, on the 21st day of January — A.D. 1842. That I am at present registered and residing under the jurisdiction of the Consulate of the said United States at Yokohama port of Kanagawa, in the Empire of Japan. That I have never renounced my allegiance to the Government of the United States aforesaid and know of no reason why I should not claim the protection of its laws: That the facts as stated in my two letters to his Excy. Jno. A Bingham, Minister of the said United States

to

to Japan, dated respectively the sixth and the tenth days of November 1873, relative to my application for land for a mill site "in the hills east of Yokohama" at a point called "Aïzawa, are true and correct in every particular and statement so far as the same is within my knowledge and belief, and that I have not purposely ~~and~~ intentionally misstated, misrepresented or concealed anything therein or relative thereto whereby the truth might be suppressed.

(Sgd.) Wm. H. Doyle.

Sworn and subscribed to
before me this 15th day of Nov. 1873
(Sgd.) Geo. N. Mitchell
U.S. Vice Consul

Seal U.S. Consulate Kanagawa

Acknowledge
D Jany 23

No 21. Ack 19 Feb Mr Borden

U. S. Legation, Japan,

Yokohama, Dec 1. 1873.

Mr Bingham

to the

Hon. Secretary of State.

Subject.

Encloses translation of Government Notification 385, relative to free exportation of rice and wheat flour.

Enclosure.

Translation of Government Notification, November 17. 1873.

No 21.

U. S. Legation, Japan,
Yokohama, Dec 1. 1873.

Sir:

I have the honor to enclose herewith a copy of the translation of Government Notification 385, authorizing the Export of rice and wheat flour free of duty, transmitted to me by the Minister for Foreign Affairs in a letter of date the 22d ultimo.

I am, Sir,

Your obedient servant,

Wm. A. Bingham

The Honorable,
The Secretary of State.

No 21.

Enclosure.

Copy of translation.

No 385.

With reference to the proclamation No 246, issued in the 7th Month, permitting rice and wheat to be exported free of duty,

It is now permitted to export the flour of both rice and wheat in like manner.

Should any change be made in the above, two months before such change is to take effect, notice will be given.

Iwakura,

Udaijin.

November 17. 1873.

acknowledged
D Jan 23

No 22. ack 19 Feb Mr Bordan

U. S. Legation, Japan,
Yokohama, Dec 2. 1873.

Mr Bingham
to the
Hon. Secretary of State.

Subject.

Govt. Notification 165, relative to withdrawal from circulation of certain paper currency.

Enclosure,
Govt. Notification 165 - 24th November, 1873.

No 22.

U. S. Legation, Japan,
Yokohama, Dec 2. 1873.

Sir:

I have the honor to transmit herewith a copy of the Notification of the Japanese Government, No 165, signed by the Minister of Finance, and relating to the withdrawal from circulation of the 25 and 1 yen denominations of the issue for 1869 of the Exchange Bank of Tokio.

I am, Sir,

Your obt. servant,

Jno. A. Bingham

The Honorable.
The Secretary of State.

No 22. Enclosure.

Copy of Translation.

No 165.

In consequence of a change about to be made in the present existing Exchange Bank of Yokio (Kawaseh Kwaisha) it is hereby notified that the paper currency issued by this Bank during the year 1869, of the denominations of 25 and 1 yen, will be withdrawn from circulation, and will be received for redemption from the 1st December this year to the 28th February, 1874, at the Government Offices in the various provinces, and at the Exchange Bank in Kakegawa Chomi Cho

mi

mi, of the 14th ward of the 1st District in Tokio.

Holders of this issue are warned to appear and exchange the same within the time mentioned; as after the 1st of March next, the same will not be current.

Note.—As this issue differs from that of Yokohama only in the appearance of the check on the face, care must be taken that no mistake be made in presentation for redemption.

Okuma Shigenobu,
Minister of Finance.

24th November, 1873.

W Burdan

Ark 19 Feb

No 23.

U. S. Legation, Japan,
Yokohama, Dec 2, 1873.

DEPARTMENT OF STATE
RECEIVED
JAN 23 1874

Mr Bingham
to the
Hon. Secretary of State.

Subject.
Department instructions
Nos 9, 10, 11 and 12 are received.

No 23.

U. S. Legation, Japan,
Yokohama, Dec 2. 1873.

Sir:

I have the honor to acknowledge the receipt of your instructions Nos. 9, 10, 11 and 12.

I am, Sir,

Your obt. servant.

M. A. Bingham

The Honorable,
The Secretary of State.

No 24. Acknowledge & highly interesting Copied
Ack'd 19th Mr Berdan D Jany 23

U. S. Legation, Japan.

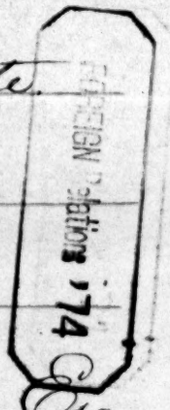
Yokohama, Dec 5th, 1873.

P
Perhaps better to print in Comm. & relations - &c

Mr Brigham

to the

Hon. Secretary of State.



Subject.

The report of D. W. Alpi. Jones, Esq., on the wild lands of Japan, and their adaptability to the breeding of sheep.

Enclosure.

Abstract of Mr Jones's report, November 24th, 1873.

Copied.

No 24.

U. S. Legation, Japan,
Yokohama, Dec. 5th, 1873.

Sir:

I have the honor to communicate herewith an abstract of the report of D. W. Ap Jones, Esq., a citizen of the United States, upon the adaptation of certain districts in Japan to the growth of cattle and sheep.

The materials in Japan to give profitable employment to one hundred million people, instead of the twenty five, or, at most, thirty million, who

The Hon. Secretary of State,

who now reside here, one half of whom are without remunerative occupation, and in poverty. I deem it safe to say that the unoccupied lands in this island and in Yesso, not less than one hundred thousand square miles in extent, would, with but little outlay, support forty million cattle and sheep annually. Notwithstanding the published reports to the contrary, I am also fully satisfied that the undeveloped mineral resources of Japan, in coal, iron, copper, gold lead and silver, are very great. I repeat the opinion heretofore expressed that the opening of the country, under proper

regulations

regulations and restrictions,
would be attended with
advantageous results to
Japan and to the United
States.

I am, Sir,

Your obedient servant,

Wm. A. Brigham

copy

No 24. Enclosure.

Copy.

Tokei, Japan,

Nov. 24th. 1873.

His Excellency,

The Minister for Foreign Affairs.

Sir:

Your Excellency on the 25th of September last was pleased to direct that a passport be issued permitting me free travel through the Provinces of Sagami, Idzu, Inmuga, Totomi, Shinan, Kai and Musashi, for the purpose of examining the wild and unoccupied lands, and their adaptability to the raising and breeding of sheep, and of reporting on the same to the Foreign Office.

Already

Already I have made a partial examination of the waste and mountainous lands in the three first named provinces. My examination was begun at Kina in Sagami. This place is situated on the right bank of the Hyagawa river, which flows out of Hakone lake, and empties into the bay of Odawara. A short distance above Kina, on the left bank of the Hyagawa, is the village of Ishiagino. From this Sengoku is distant 1/2 ri, and the intervening space uncultivated. The hills and table lands were covered with luxurious vegetation, the prevailing grass being that known in Japan by the

the name of "Kaya". The Kaya resembles, in some particulars, three distinct families of grasses— the Reed Canary, the Wheat, and Pampas. The latter grass is peculiar to South America, and to it, in my opinion, the Kaya bears a close resemblance. It grows from two to eight inches high, blossoms in August, and drops its seed, which are small, in September. This, in most places, is the principal grass cut and used for hay in this country. Between Mia=gino and Seigoku there is nearly a ri square of good and available pasture land, together with sufficient level and table land to provide winter

winter provender for the stock.
On the right bank of the
Kayagawa, a short distance
from the Mura of Sengoku, is
the Sengoku no Hara, a tract
of level land containing about
800 acres. This fine tract of land
is bounded on the west by a
stream of living water, on the south by
grassy hills, which are not too
steep for sheep to range on, and
a soil composed of a black
vegetable loam. On the north
the hills are quite low and open.
On the east it is entirely open,
and the path leading from the
Hara to the table land south
of Kina goes through a series
of depressions and little valleys,

and

and gently rolling hills for a distance of nearly two ris. Within these boundaries there is an area of at least twenty square miles, almost all of which is available for grazing. From Sengoku to Hakone lake is 1/2 ri. There are no houses nor tilled lands between these two places. The Mura of Sengoku is situated between two ranges of hills, or rather mountains. The range on the south is called the Utagoi; the range and its spurs, immediately north of the Tokaido, being in the Hakone system. The range bounding the Sengoku valley on the north is called the Kigataki, and forms also the dividing line between Sagami and Suruga. The hill sides just north of Sengoku are covered with

with a growth of limbes and bush
for the distance perhaps of half
a ri, when they become clear and
bear a luxurious vegetation to the
summit. This chain may be said
to terminate at the north-Eastern
end of Hakone lake. The valley
from the Mura of Sengoku to the
lake is not very good, being a
peaty, spongy Earth, covered with
a varied vegetation. In the
centre of the valley the soil is
good, and covered with fine grasses.
In this same valley, at the foot of
the Komagataki Mountain, and
just north of Ubago, the soil is good
and covered with the Kaya grass
and other vegetation. There is an
area within the last named
limits

limits of more than sixteen square miles, including the hills on either side of the valley. At the north-western end of Hakone lake there is a path, leading up a steep hill a distance of perhaps 15 chos. This trail starts at the flood-gate of the subterranean canal where it debouches from the lake, and is intersected by a road leading to the valleys in the south-west. From this trail, following the chain of hills on the west side of the lake, and going in a south-easterly direction to the Tocaido, a distance of about 5 ris, is a range that will probably average 1/2 ri in width. There is some brush on some of the

the hill-sides on the north-
western part of this location,
but I estimate the available
area at 25 square miles. The
hills near the lake are steep,
but free from brush and
covered with a luxuriant
vegetation. Within this location
there is a large amount of
table land which is suscep-
tible of cultivation. From the
south-Eastern limit of this range
it is 4 ris to a place called Ike-
no-yama in the province of Idzu,
the intervening space, (10 miles) being without
an inhabitant a good grass coun-
try the whole distance. About
½ ri from Hakone, south-east
of the Tokaido, there is another

Extension

extensive and fine location for stock. Ike-in-yama commands a beautiful and very wide region. No land could be better for stock. The hills gently sloping, are divided into innumerable little knolls and basins, affording shelter from winds, and excellent pasturage. The extent of this excellent location is nearly one ri square. From here to Attami is 2½ ris, and for more than two thirds of that distance the hillsides bordering the way are covered with grass. Here there is an area of more than forty square miles of good pasturage. In going from Hakone lake to Attami, I found a good location for sheep just north

north of the Mura of Yugawara.
The hills are somewhat steep, but
covered with grass, better than
that immediately around Hakone.
Above the village of Idzu-San is
an Extensive stock range. The
basin and surrounding hills would
keep 3000 sheep, both summer and
winter. About ½ ri north of Attami
is a place called Ai-no-Hara. Here
there is nearly a ri square of
good pasture land. Here too, as
in Idzu-San, the climate is good
for sheep, snow beginning to fall
in December, and disappearing
in February. There are other
Extensive ranges in Idzu which
I did not visit. This province,
on account of the hilly nature of
the

the country, is, I should judge, very sparsely settled, but nearly all the rougher surface is well adapted for grazing, and capable of maintaining a very large number of sheep.

In the province of Sunga, I examined the whole of the western slope of Fugi-Yama. A short distance above Kami de Mura, about 3 ris from the town of Oruya, there is a valley about 3 ris in length, and 1 ri in width. From the northern border of this valley to the Ashitaka Mountains, the distance is about 6 ris, and the range will average at least ½ ri in width. On this face of Fugi-Yama

the

the soil is good, and mostly covered with the fine mountain grasses and innumerable wild flowers. One of the finest stock ranges, I think, I ever saw in any country, begins about 1½ ris from here, just above Shita-Kita Ikubo. The surface is in places gently undulating, and covered with a rich growth of grass, short, fine and varied in kind, and with wild flowers of every kind mingling with the green sward, presenting a picture of great beauty. Bordering the base of Fuji is an extensive forest, where nearly all the useful species of timber known to Japan flourish.

Between Fuji and the Ashitaka range

range of all mountains on the East there is a distance of about 4 ris, comprising a large + tract of wild country. Not only this tract but also several others, of equal if not greater extent, about the base of + are well adapted to the raising of sheep.
Fuji-Yama. Here for the first time in Japan, I saw the true "blue-joint" grass, a species highly esteemed in + America. The extent of grazing land on the north side of the Digitaki Chain is, perhaps, greater than that already described. It is low and rolling in nature, and is covered with the short Shiba grass, intermingled with other wild

wild varieties. All of this vast extent of country lies nearly in a body. The only break is the valley of Goten. With the exception of this valley, about 2 ris in width, there is a distance of nearly eighty English miles, in which there is not a house, and almost all of which is well adapted to the raising of sheep and cattle. This district would maintain at least one million head of sheep.

Characters of the Soil & Grasses.

That space around the foot of Fugi-Yama, within a radius of 6 ris, must once have been covered with volcanic cinders

or

or scoriæ. A rich soil has gradually formed over this black waste, until now a deep, fertile loam covers the whole surface. Like all lava soils it produces the best crops. The soil has been made in the other localities which I visited by the decay of deciduous vegetable matter, the soil has been made but resting on a different sub-stratum. But, with very rare exceptions, the soil of all this portion of Japan is a black vegetable loam. In some places I found a peaty, porous earth, indicating, I think, the previous existence of bogs, but the soil is now

productive

productive, being thoroughly mixed with decayed vegetable matter. A great deal of this land is capable of producing the cereals, and, I am of opinion, also the American upland cotton.

Wherever the grass is unmown the Kaya is the prevailing variety; but, upon being cut a few times, it quickly yields to finer and more nutritious varieties - such as the annual spear grass, the fine and broad leaf meadow, and the species known as "Fox Tail" and "Meadow Fescue". A species of wild oats also makes its appearance in these places, showing conclusively that

that the wild lands of Japan only need stock to develope a sward unprecedented for its thickness, beauty and nutritious qualities. The grass remains green for nearly nine months in the year. On the 5th of the present month (November) I culled the choicest wild flowers at an elevation of 4000 feet above the level the sea. Here stock would need shelter for not more than two months in the year.

There is one wild species of grass in Japan, the "Hiye," which many of the farmers have used as hay, and which is most valuable in its nature. It contains one thousandth per

Cent

cut more seed than any of the clovers, and the leaves and stalk are far more succulent. When Japan becomes a stock country, I confidently predict that the Kiyu will form the chief winter grounds for her horses, cattle and sheep.

Will sheep thrive in Japan? I have no hesitation in answering yes. If any difficulty has been encountered in the past, it has been owing to the manner, the very bad manner, I might say, in which the sheep have been kept, and not because the grasses are poisonous or wanting in nutrition. Horses and cattle do well in Japan

on

on the native grasses; and I have not the slightest reason for supposing that sheep will not do equally well, if properly attended to and cared for. As yet in Japan the sheep has had no fair trial, indeed no chance to live, on account of the manner in which it has been treated. Instead of being pastured on the beautiful ranges I have visited and described, where it could roam and crop its favorite food, it has been kept in dirty pens, irregularly fed, and that, too, on food only of one kind and of an inferior quality. Then too the sheep introduced into Japan, the

Chinese

Chinese breed, is an inferior animal. It is not hardy, & its fleece is very light, and of an exceedingly poor quality. There are breeds of sheep, much more more valuable, which would thrive every where in Japan. From my observation, I am convinced that the Cashmere goat, an animal of rare value, would also thrive in Japan.

The public domain of Japan, unoccupied, is of vast extent in comparison with the area actually under cultivation. This domain is covered with grass, and grass is only another name for beef, mutton, clothing, hides and tallow. I am told

on

on the authority of an official of the customs, that Japan imports, annually, woolen goods and woolens mixed with cotton, to the amount of five million dollars. If the grass crop of Japan could be utilized by stock, the value of that stock would exceed one hundred and fifty million dollars. This statement can be readily verified by comparison with statistics furnished by other countries. The annual yield from this stock would save a vast drain upon the resources of the country, and would call into life very many new industries. The poor, hard working farmers of Japan to-day pay four fifths of

of the nation's taxation. Every new source of wealth created, and subjected to taxation would relieve this class, which should be specially the care of every Government, for theirs is the most important interest. If this interest languishes, there can be no prosperity; if too heavily taxed, there will be universal discontent. If we could compare the agricultural products of the present day with the exception of tea and silk since the country has been opened to commerce — with those of a century ago, I do not think that we will find any increase in the productions of the country. — Agriculture cannot advance, and

wealth, consequently, cannot increase, when the chief fertilizer is obtained only from the retiring houses; and the greater part of the extensive, rich fertile domain of Japan, without the introduction of live stock, must forever remain unproductive, and agriculture, to a great extent, cease to advance. In Japan there are too many people engaged in unproductive labor, and nothing will, nor can correct this state of things, but the introduction of new and varied industries. The care of one million of sheep would require the employment of about

about four thousand persons. Woolen mills would probably follow, and create demands for new labor. Thus one industry would create another, the condition of the laboring poor would be improved, and whatever conduces to the strength and improvement of that class, inevitably adds to the wealth and prosperity of the nation.

I am Your Excellency's
Obedient servant,
(Signed) D. W. Ap Jones.

End

Send the instruction referred to with any other correspondence

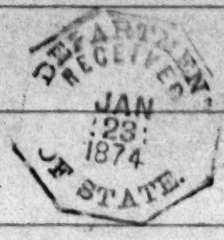
D Jay 28

1025.

Mr Bingham

U. S. Legation, Japan,

Yokohama, Dec 5th, 1873.



Mr Bingham

to the

Hon. Secretary of State.

Subject.

J. C. J Caves U. S. Consul at Hakodadi, reports sale of the "Cayatti" &c.

Enclosure.

1. Mr J Caves to Mr Bingham, 19th November 1873.

No 25.

U. S. Legation, Japan,
Yokohama, Dec. 5th, 1873.

Sir:

I have the honor to state that I am in receipt of despatch No 25-3, of date 19th ultimo, from U. S. Consul Hawes at Hakodadi, advising me that he "has sold at "public auction, for the "benefit of whom it may "concern, the old hulk "Cayatt &c", which has lain, as he says, in that harbor

The Honorable,
The Secretary of State.

harbor since 1868; and
submitting his action to
me for my approval.
1/25 A copy of Collr Howes' des=
patch is herewith.
In view of Department
Instruction No 4. of date
August 26th, 1869. in rela=
tion to this vessel, and
not being satisfied from
the statements of Collr Howes
that I have any jurisdiction
in the premises to approve
or disapprove his action,
I deem it my duty to
submit the matter to
the Department, and
have so advised
Mr

Mr Hawes

I am, Sir,

Your obt. servant,

W. A. Brigham

No. 25. Enclosure 1.

Copy

No 253. United States Consulate

Hakodadi Nov. 19th 1873.

Hon. Jno. A. Bingham

E. E. and M. P. to Japan

Sir;

I have the honor to report that I have advertised and sold at public auction for the benefit of whom it may concern, the old hulk "Cayalti" or which has lain in this harbor since 1868.

The "Cayalti" was brought into this port by some forty odd Chinese Coolies who had murdered the Captain and crew and taken forcible possession of the same.

There was for a time, a question as to her nationality, and while this question was being determined, the Japanese Authorities took charge of her. Subsequently

subsequently, papers were discovered
showing plainly that she was an American
vessel and she was therefore handed over
by the Japanese Authorities to my
predecessor Mr Rice.

I have in my possession the clearance of
the American Consul at Callao the cus-
-tom bills of lading, a permit from the
Peruvian Authorities for the vessel to
navigate between certain ports &c, all
proving her nationality.

The hulk had sunk in shallow water
careened and became imbedded in the
sand, and filled with water at every
full tide. Her rigging which was worth
very little, had nearly all been stolen and
carried off, and she was becoming a
permanent obstruction in the harbor.

Being just beyond the foreign
anchorage

anchorage. She served as a decoy, and
there was constant danger that some
vessel unacquainted with the harbor,
might be misled by her in the night or
in a fog.

In another year she would have entailed
upon our government an expense for
her removal. Taking advantage of a desire
on the part of one or two Japanese to buy
the wreck, she sold for five hundred Pios.
reserving the right if she is not removed
to sell her again, to pay expenses of removal.
There are some claims against her unsettled,
which will be carefully examined, but
I shall not pay over any money to
claimants until the whole matter is
finally settled.

The Governor has several times called my
attention to the importance of having the

the wreck removed from the Harbor, and was much gratified when at the late dinner in honor of Her Majesty the Queen's birthday, again referring to the subject, I informed him I was taking steps to have the obstruction removed.

As this old bague has been the subject of considerable correspondence in years past, I deem it proper to report to you my action, disposing of the affair, and trust it will meet with your entire approval.

I am Sir,

Very Respectfully

Your obt. Servt.

J. H. Hanes

U.S. Consul

Mr Burdett

Act 19 Feb

No 26.

U. S. Legation, Japan,
Yokohama, Dec. 6th, 1873.

Mr Bingham
to the
Hon. Secretary of State.

Subject.

Encloses copies of Mr DeLong's Nos. 377, 398 and 404 of 1873.

Enclosures.

1. Mr DeLong to State Dept., No 377, April 20th, 1873.
2. Mr DeLong to State Dept, No 398, May 19th, 1873.
3. Mr DeLong to State Dept. No 404. May 22nd, 1873.

No 26.

U. S. Legation, Japan
Yokohama, Dec 6th, 1873.

Sir:

I have the honor to acknowledge the receipt of your instruction No 12, dated the 22d October last, in which you request copies of Mr Dee Long's Nos. 377, 378 and 404, of date, respectively, the 19th, 20th and 22nd of May, 1873, all of which despatches you mention as relating to the exportation of Tea. The two first named despatches, Nos. 377 and 378, as they are recorded in the Legation, are both dated the 20th April, 1873; No 378 having reference to

The Honorable,
The Secretary of State.

to Mr DeLong's salary account
&c. for the quarter ending
March 31st last. The only other
despatch concerning the
exportation of Tea, bearing
date the 19th May last, is
No 398. As I infer that this is
one of the despatches referred
to in your instruction, I
transmit a copy of it here-
with, together with copies of
Nos. 377 and 404, with enclosures.

I am, Sir,

Your obedient servant,

Wm A. Pinkham

abstract

No 27. ack'g Feb'y 23 Mr Berdan

U. S. Legation, Japan

Yokohama, Dec. 8th 1873.

Mr Bingham

to the

Hon. Secretary of State.

Subject.

Encloses a copy of Consul Hawes' No 257, relative to his (Mr H's) acting as Portugese Consul.

Enclosure.

Mr Hawes to Mr Bingham, 4 November 21st, 1873.

No 27.

U. S. Legation, Japan,
Yokohama, Dec. 8th, 1873.

Sir:

I have the honor to transmit herewith a copy of despatch No 257 addressed to me by J. C Hawes, U. S. Consul at Hakodadi, informing me of the request made of him by the Portuguese Minister to Japan and China, to act as Portuguese Consul at Hakodadi, and of his reply thereto.

I am, Sir,

Your obedient servant,

Wm. A. Burlingame

The Honorable
The Secretary of State

No 27. Enclosure

Copy.

No 257.

U. S. Consulate,

Hakodadi, Nov^r 21/73.

Hon. Jno. A. Bingham,

E. & M. P. to Japan,

Sir:-

I am in receipt of a communication from His Excellency, Viscount de Jamaria, of the Portuguese Legation at Macao, requesting me to act as Portuguese Consul at Hakodadi, to which I have replied that I will cheerfully extend to Portuguese subjects and

Portuguese

Portuguese interests any assistance
in my power compatible with
my duties to my own
Government.

I have the honor to be,
Very respectfully,
Your obt. servant.
J. C. Caves,
U. S. Consul

Mr O'Connor Ask 23 -
Mch -

No 28.

U. S. Legation, Japan,
Yokohama, Dec. 12 1873.

Mr Bingham
to the
Hon. Secretary of State.

Subject.

Transmits the claim of H. Fogg & Co. arising out of the sale of the barque "Valetta".

Enclosures.

1, 2 and 3. Various papers in the "Valetta" claim.

4. Mr Trowbridge to Mr De-
Long, 6th February, 1873.

No 28.

U. S. Legation, Japan,
Yokohama, Dec. 12th, 1873.

Sir: —

I have the honor to transmit herewith, for instructions from the Department, the statements and papers (marked 2/28 3/28 Enclosures 1, 2 and 3,) in the claim of H. Fogg & Co, citizens of the United States, against the Japanese Government, arising from the sale of the barque "Valetta."

Referring to your instruction No

The Honorable,
The Secretary of State,

No 165, dated January 4th 1873. I infer that it is my duty not to present claims of private persons against the Japanese Government, "except in pursuance "of instructions from the De= "partment."

The claimants have made their own statement of the claim, as you will see by their letter herewith, dated July 31. 1870, addressed to Mr De Long.

Mr John Fogg Twombley, a member of the firm of J C Fogg & Co, in a letter dated November 20th, 1873, requests

requests me to give "prompt attention" to this claim, and I therefore forward, as enclosures, the copies of the documents in the case, as they were handed by him to me, and also a copy of his letter to Mr De Long of date the 6th February last, (marked 28 Enclosure 4.)

I am, Sir,

Your obedient servant,

W. A Bingham

(Translation (Copy) do)

No 28. Enclosure 1. "A 1"

(Nagasaki Aug 21st 1867) (No 1 - 3 papers)

Accompanied list of Payment

$22,700

this instalment will pay when delivering the Boat $ 7566 60/100

this payment will due at an end of this year (1100) $ 7566 60

this will due in the period of 8th month of next year $ 7566 80

$ 22,700 00

At the above, the value shall be paid in

Sgd Hirochi Gunbai

22nd month 7th Kiro

(1100)

Translation (Copy de)

"B"

Nagasaki Aug 21st 1867 (No 1)
3 paper

Memorandum

(say as including the all articles which discripted in the list enclosed)

I Certify that I surely bought for twenty five thousand, and seven hundred dollars with above and of this paying is dollars which show in with accompanied paper, this certificate is made for the future

(sgd) Kiwochi Ginbai
for
Madjdaina
Echigen no Kami

22d day of 7 month
3rd Kairo
(mro)

To
Mess Robinett & Co

Translation (Copy do) (2nd " Translation)

Nagasaki Aug 21st 1867

"B1"

(No 1 3 papers)

Memorandum

Including everything in the small articles on board in accordance with the accompanying list as belonging to her

I hereby certify, that I have purchased the above for Twenty two thousand seven hundred dollars, and with regard to the payment of this sum I will pay as per accompanying enclosure. This Certificate is given for future testimony

(Sd) Kinouchi Ginbei
retainer of
Matsudaira Yechizen No Kami

(L.S)

Keiro 3rd year 22nd of 7th month
= 21th of August 1867

To Messrs Robinet & Co,

Copy (dated Nagasaki Sep 6 1867) No 2

Memorandum of the principal matter
transacted originally in a conference held on the
nd day of the 8th month ::

When in the 4th month the vessel belonging to our trade
sailed from our Country to this port, she experienced
torms & rough seas, and was so much damaged that
was impossible to go to Sea in her any more. Therefore without
sending word to my Country on account of the great dis-
tance, and on my own responsibility, I bought a Ship
from you (or your firm) for $22,700, according to the
Bill of Sale, this price (by your kindness to me) granted
and agreed to be payable in ten months, Three days
after this agreement was made, a letter came from
my country, Kasao, from which I infer that before
long either a good Ship or a good Steamer will be
wanted, but that as it is difficult to know immediately
which is a good one, and which not the purchase of
a sailing vessel must be stopped for the present. This
being the intention, and as I think that one long Steamer
or a ship will certainly be bought, then I will again
entrust the business to you (or your firm) because I shall never
forget the favor. I request in the present instance- I wish
sincerely to return to you the "Valetta" that has already
been contracted for, considering what I have stated
to you previously. I beg you to grant me this. If you do not
grant me this, my buying the ship this time will be
the fault on my part. Involving serious guilt (or punish-
ment) as my master will consider it as a breach
of duty or obedience. I beg you therefore to consider
my deep distress and to grant my request
If you are willing to help me this time, I would
request you to give me one half of the one thousand
dollars (or Rioos) that were paid you on the 23rd ultimo

* End of original 1st page

as bargain money on the purchase of this Vessel
while you keep the other half say $00 (or Yen)
If you dont give me the said one half, then
according to agreement, within fifteen days after
the bargain money is paid, I am to make up one
third of the total price (bargain money herein included)
and if this amount is not made up within the
specified time, the contract is to be considered
broken, and the bargain money to be forfeited
to you. This would be so by your contract, but
this ship is now returned to you, and you retain
the whole of the bargain money, this would not
be in accordance with what you said that you
would settle the matter with us amicably. I would
surely never forget your kindness, and do whatever
will be to your advantage, please then consider
my distress, let me return the Vessel to you, and
permit me to beg you to give me half the bargain money

marked - Yetesiu

Kintsui Jimber

Translated by Mr Verbeck

W. P. Mangum

U. S. Consul

Copy 4 No 3

Nagasaki Sept 19. 1867

R. L. Thom Esq.
U.S. Vice Consul

Dear Sir

We have to trouble you to address
the Governor in our behalf upon the following subject
Mr Kino uchi Gobe a duly authorized of-
fer of the Prince Matsudaira Yechizen no Kami
who acts in this port as agent of the Prince
cognised by the Government, came to us to
purchase the American Barque "Valetta", and he
wished to have credit on the purchase, at the time
had another purchaser, who would pay as
much cash, but Mr Kino uchi spoke so much
of future business, and that we thought it
might be advisable to give him the preference.
and perhaps obtaining other business from his
country, after considerable talking, he sent
for Imas and Mr Omuraya, to settle for the Ship.
which they did, one third cash, one third in five
months, and one third in nine months, and Mr
Kino uchi then came & ratified the purchase, but
said he could not pay the Cash part at once,
but would give that day, one thousand Ryo, in two
days, one thousand Ryo more, and balance &
each payment within fifteen days. Mr Gunther
was the owner of the Ship, and had at the time a
mortgage on the Ship, and there were the other
purchasers, who wished to settle at once, I told
Mr Kino uchi, I could not run any risks of
his changing his mind, but if he would agree
on his part to sign a contract, that he could
not break on his part, I would agree to sell the

ship, and change the flag, when the last payment
as made - but if he would not pay the other Cash
ayment in its due time (1000 Rios more in two days)
would break the agreement & to that effect,
ve him a memo after he agreed to my terms;
nd he handed me the herewith properly sealed
ntract of purchase, and paid one thousand
os. We kept Mr Gunther waiting, as to what
uld we do with the "Valetta" (in suspense)
d also kept the other purchaser waiting for
n answer. But Mr Imo* came again
th Mr Omuraya, in the name of Mr Kino
hio, these acts had been previously ratified
him, and said they had some difficulty
getting the other 1000 Rios, but if we insisted
having them or break the Contract, that they
ust get them, but that they would have to
rrow the money and be squeezed by Merchants,
r. if he would trust them, they would be much
liged, and we would do lots of Business &c,
d at last we consented to wait for the money
nd trust Mr Kino rather, thus giving up our
ght to break the agreement, Mr Kino rather
ance afterwards, and thanked us, and said
ll would be right, that his prince always
pt his word, upon this we told the other
rties, we would not sell the "Valetta", as she
s sold, We paid Mr Gunther for the Vessel, and
he released the mortgage, and ordered the Insurance
the Vessel to be stopped, Two days after this
Kino rather called on us, and said he
s sorry to say that he had received letters
m his Country saying to wait and not to

*End of original 2nd Page

purchase a vessel, as they had not decided
purchase a Steamer or Sailing Vessel, and
k us to cancel the purchase of the Valetta
nd when he got orders, whatever he bought must
through us, We told him it was too late, and
he must reply to the Prince, told him how
were placed, and we could not do as he
ked, he went away, and again came with
same answer, and then we waited and
day the fifteen days were up sent word
could not take the ship, for the reason given
e told him he could not back out of a settled
rgain, under the excuse that he received orders
k to do so, three days after it was all settled
nd his Prince either would expect him to cancel
agreement, under the circumstances, we would
be pleased to hear it had been cancelled
using such loss and inconvenience to us;
t nobody could do Business if after all was
ished properly it could be broken three
ays afterwards without proper grounds, and
we did not wish to make trouble for him
unless the Business was properly carried
t, we should have to complain to the Gov-
rnment, we received no answer, and still
shing to save you trouble, we applied to
Custom House on the subject, who promised
do what they could, but they have not
en able to see Mr Kino each who says he
sick, though he is quite well and goes
out, and the Custom House has only seen
man who has nothing to do in the matter
r who is called agent, and with whom we

× End Original 3rd page
☆ " " " 4th "

have had no talking. of cause we can get nothing
writing, and so are compelled to request you
ask the Governor to get Mr Kinochi, to carry
t his agreement, failing which, we wish to have
me the Governor in writing the reasons for not
rrying out the agreement, and also in case of
ailing to have the Government make Mr Kinochi
rry out the agreement, that the following officers
ay be summoned at the United States Consulate
give evidence in the Case, Mr Inoo, Mr Kushima
Watsuato, and Omuraya, said officers are all in
service of the Prince Matsudaira Echigen no
mi, and have been present, when all transactions
out the "Valetta" have taken place, and their
idence will be necessary, in case we have to
peal to Yedo through our Minister,

As we give Mr Kinochi notice that the
letta" remain at his risk and expense pro
day he should have taken her, and as Mr
inochi has in Port the "Schooner "Berlin"
longing to his Prince, and under his control
We beg you will request the Governor that said
hooner shall not be allowed to go or to be sold
til the Business is settled, in order to cover our
laims, in case the Valetta has to be sold to other
arties

Regretting the trouble we have to give you

I remain

Your obedt Servant

Case & Co

by Mr Cabinet

P.S. Enclosed, originals
& copies referred to

C & Co

(Copy) No 4

No 97 United States Consulate
Nagasaki Sept 21st 1867

To
Hoshi Asumino Kami &
Tokunaga Inamino Kami
Governors of Nagasaki

Sirs

In behalf of Messrs Case & Co American merchants at this port, I have to call your attention to the following subject.

Mr Kinouchi Gunba an officer of the prince of Matzudaira Etchizen no Kami and agent for that prince at this port, applied to Messrs Case & Co, to purchase the American Barque Valetta, wishing to have credit on the purchase: at the same time Messrs Case & Co. were treating with another purchaser, who was willing to buy on the same terms proposed by Mr Kinouchi, but preference was given to the latter, owing to his promising to transact future business with Messrs Case & Co. Mr Imos and Mr Onaraga were authorized by Mr Kinouchi to settle for the ship, they agreed to pay. one third cash, one third in six months, and the remaining third in nine months, and Mr Kinouchi afterwards came to Messrs Case & Co, and ratified the purchase, but said he could not pay the Cash part at once, but would give on that day, one thousand rios, in two days one thousand rios more, and the balance within fifteen days, these terms were agreed to. and the thousand rios were

paid

paid by Mr Kinouchi, who also gave Messrs Case & Co a properly sealed Contract of Purchase

Mr Gunther the former owner of the "Valetta" held a mortgage on her, and was then here pressing for payment; The other person who wished to purchase, was also waiting the result of the negotiations with Mr Kinouchi when Mr Ines and Mr Omuraga came again, and in the name of Mr Kinouchi said, that they had some difficulty in getting the second payment of one thousand six, but if Messrs Case & Co, would wait a while longer for the money, they would be greatly obliged, and would promise to give them other business in future

Messrs Case & Co, having in mind the advantages of an increased business with the agent of the prince of Echizen, at last consented to wait for the money and therefore notified the other party who was waiting to purchase, that the "Valetta" was sold, and cancelled the mortgage on her, by paying the claim of Mr Gunther

Two days after this Mr Kinouchi called on Messrs Case & Co, and said he was sorry to inform them that he had received letter from his Country telling him not to purchase a Vessel yet, as they had not decided whether to purchase a Steamer or a Sailing Vessel

and

and asked that the Contract for the purchase of the Valetta be cancelled. Messrs Case & Co told him that it was too late to annul the Contract, and that he must so inform the Prince. He then went away, and when the fifteen days had expired, sent word that he could not take Ship, for the reasons already stated. They replied that as the bargain was already completed, it could not be set aside by him, nor did they believe that his prince would be pleased to hear the agreement had been cancelled, at the cost of so much loss and inconvenience to them, and though not wishing to make trouble for him, they would be compelled to represent the matter to the Government authorities here, unless the agreement was properly carried out by him, Not having been able to see Mr Kiwo nchi since, or come to any settlement with him, Messrs Case & Co, now request me to bring the case before you, and to ask you to get Mr Kiwo nchi to complete his agreement, failing which, they wish to hear from you in writing his reason for not fulfilling his part of the Contract

They further request that the Schooner "Berlin" now in this harbor, and belonging to the prince of Etchizan, and under the control of Mr Kiwo nchi, be not allowed to leave this port, until this business is settled, as in the event of Mr Kiwo nchi refusing to carry out his agreement, it will be necessary to sell the "Valetta" to other parties and Messrs Case &

Case & Co, will then look to him for any deficiency arising out of his breach of the Contract

I enclose herewith translation of the Memo of the agreement made by Mr Kinouchi also translation of his letter to Messrs Case & Co, asking them to cancel the Contract. Messrs Case & Co have informed Mr Kinouchi that the Valetta remains at his risk, from the time he should have taken possession of her, and all expenses incurred on her account will necessarily have to be borne by him

I will thank you to give this matter your earliest attention and inform me of the result

With Compliments
(Sd) R. C. Monroe
U. S. Vice Consul

United States Consulate
Nagasaki Dec 8. 1872

I the undersigned U.S. Vice Consul for the port of Nagasaki, do hereby certify that the foregoing is a true copy of the original letter on file in this office

Given under my hand and official Seal, the day and year above written.
(Sd) Chas L Fisher
(65) U.S. Vice Consul

Copy

No 5

Nagasaki Oct 21/ 1864

D. L. Moore Esq
U.(S) Vice Consul
Dear Sir

We are compelled by
long silence of the Government, as well as by
continued persistency of the Yedo officers
not accomplishing the contract of purchase
the "Valetta", we ask of you to notify the Gov-
ernment and ask them to notify Mr Kuo (chi
Tsube, an officer of the Prince Matzudaira
Yechizen no Kami, that having waited more
an a reasonable time for them to get an answer
e can no longer hold the "Valetta" as she is co-
ing considerable expense, and her insurance
pires on the first of November next, and we
n not run the risk of keeping her uninsured.
she will be sold on that day by Public Auction
ale of the Prince of Yechizen, and any difference
t may result from the price of Sale, and the
urchased Value, as well as expenses to date,
e shall make a Claim, which if not paid here,
shall forward to H.E. the American Minister
have it enforced through the authorities at
Yedo. Please also request the appearance
your Consulate, on any day it may suit
n, of the following Yechizen officers Mr Inoo
Kuchino Mr Matsuaba and the Merchant
maraya to give evidence on the subject, of which
wish to obtain from certificate

We remain
Your obedient Servants
(Sd) Case & Co,

Copy In the case of the "Valetta" No 6

Mr Kiwo nchii agent of the Prince of Yechizen and several other officers appeared at this Consulate at the request of W. M. Robinet to make answers to him questions concerning the purchase of the Valetta

Imchimia, Interpreter, stated that he went to Mr Robinets house, and interpreted a letter received by Mr Kiwo nchii from high officer in his country instructing him not to purchase a vessel, as they had not yet decided to purchase a Steamer or Sailing vessel, and told Mr Robinet if he would give up the Contract for Valetta, Mr Kiwo nchii would buy through him whenever they decided.

To Robinet. I do not remember telling Kiwo nchii that he could break the agreement.

Mr Kiwo nchii Stated, Robinet told him that other parties were waiting to purchase the Valetta, I promised to give Mr Robinet the refusal of the produce from my Country. Think I sent Imai y Omuraga to Robinet but dont recollect on what particular business, Brought a "Iro Jomua" Contract to Robinet Imai y Omuraga settled for the ship, and I approved it, was first to pay 2000 Rio, said I had only 1000 Rio, and asked Robinet to wait, 1000 Rio was to bind agreement, and when the other 1000 Rio were paid, crew were to be sent away, asked Robinet to extend

the

the term of payment ten days
Dont remember sending Inai and
Omuraga & naire the right of paying
the 1000 Rio in two days more, I contracted
for the ship without advices from my Country
Robinet asked me if I was the true agent
of Etcheizer, I told him I was, Signed the
contract as the Servant of Etcheizer, not as
agent, the prince knows nothing about
the contract, Did not say the prince
was security for the contract, can ask the
Custom House if I am the agent of the prince
if there is any doubt, am sorry to give
Robinet trouble, but will try and sell the
Vessel for him, will buy a Steamer through
Robinet if one is wanted, Acting as officer
of my Country I bought the Valetta
By the terms of the contract, if the cash was
not paid in fifteen days, I could break
it. Robinet inserted the clause about
breaking the Contract, I did not, I never
spoke about it. Robinet made the agree-
ment: Mishima translated it and told me
I had a right to break it, by forfeiting
the money paid. I did not enter into the Contract
for the purpose of breaking it. Omuraga was
present when treating about purchase of
"Valetta", Kuwachi said he wanted to buy
the ship "Watanabe" was present when
treating about purchase of "Valetta"
Kushima was also present

Copy #117

No 7

United States Consulate
Nagasaki Dec 3/1867

To Messrs Cazi & Co
Nagasaki.

Sirs -

In answer to your letter of yesterday, relative to the matter of the "Valetta" and requesting me to notify Mr Kinnuchi, that you will sell the said Vessel on the 10th instant by public auction, in order to substantiate the amount of your Claim - against him, I have to inform you that I had an interview with the Governor of this port a few days ago on the subject, and he promised to give his immediate attention to it, and forward me his decision at the earliest possible moment, until such decision is received, I cannot take into consideration your request to notify Mr Kinnuchi that you will sell the said Vessel

Your Obedient Servant
(Sd) D. L. Moore
U.S. Vice Consul

A true Copy
(Sd) Nelli P Vaughan
U.S. Consul

Copy

No 8

Nagasaki Dec 10/1867

To Mr Kino uchi Gübe

An officer of the Prince Yeshizen no Kami, in charge of the business of the Prince at Nagasaki

Dear Sir

We beg to give notice that we can no longer wait with the Valetta to settle our Claims her insurance is finished, and we cannot run the risk of keeping her without insurance. Such cannot be obtained here, and which must be obtained in America or England at great expense for only a short time, so if you do not take her at once, We beg to give you notice that we will sell her at public auction the 13th Instant, and any difference between price she sells for, and what you bought her for, besides the expense of keeping her from the time that you agreed to receive her, to the day of sale will be added, and we shall demand payment of same, through the American Minister from your Prince

Faithfully Yours

(Sd) Case & Co

Copy

No 9

Nagasaki December 11 1867

D. L. Muir Esq.
United States Consul

Sir

Not being able to wait longer about the Valetta business, we have circulated that the said vessel will be sold by public auction on the 13th inst at 2 P.M. We have given Mr Kinoshi due notice of this in writing, and so now beg to give it to you in order that it cannot in future be said that we omitted proper notice.

As a few days since in a conversation with you you said that you could not force matters on a written contract overruled in law, all oral evidence we beg to call your attention to the fact that by carrying out that view we are in accordance, and the Japanese are bound to take the Valetta as we demand it, In the transaction of the purchase, the Contract in writing as per Mr Kinoshi side, made the Valetta and the payments surely to be made at certain times, and nothing was contemplated on the part of any right to break the agreement by forfeiture, and this contract we have handed to you on our part we handed him in writing, what we agreed to do, both documents constituting the contract each one being what one party would be bound to perform*. In our agreement we had upon certain conditions, the privilege of breaking the agreement but we did not wish to do so, You said that by Mr Kinoshi not making the payments, the agreement was broken, but that is not adhering to the written contract. but allowing logic to enter into the question it is true that by Mr Kinoshi not making the cash

* End of original 1st page

payment we could have broken the agreement, and
y not having broken it, it is uncertain how we can
force the Cash payment; but as to that point cer-
inly the cash payment must have a limit, and
there is a limit for time payments, it follows that
first payment in Cash, must be before the time,
e or not later than that, since that point is settled
We have however another ground, that although written
ntracts or even all oral evidence you can furnish
ct and evidence to prove that a written contract
as cancelled, and that oral evidence as to new verbal
ntract is as valid as any written documents and
have proved and are prepared to prove, that at
earnest request of Mr Kuo such we cancelled our
rilege to break the agreement if the Cash payment
as not made at that time, and he pledged himself
pay within a few days, and certainly to take
Vessel
We have to ask of you to grant us a certified
opy of the evidence produced at the Consulate
that day of the investigation held at the request
* the Governor, also that you will state that the
olice officer sent by the Governor to look into the
se took no notice of the evidence, and appeared
re more as Mr Kuo such's protector, than to investi-
ate facts, also that Mr Imai whose evidence
as most essential to us, and was promised to be
roduced, has not to this day appeared, although
e are aware he is quite well and about, and
confined to his bed as he stated, we feel sorry
trouble you in this business, and we may perhaps
compelled to take measures which will give con-
derable annoyance but we cannot help it. Our

* End of original 2nd page

mpradore gave his evidence in the presence of Mr
ino uchi. and all the Yochizen officers. and it was
Japanese, most conclusive as to facts, yet Mr Kino
chi, although raised quibbles about answering
estions but to him, did not one challenge
evidence given, but on being asked, if he had
ing thing to say against it, he said no, that he
d never contemplated breaking the agreement
purchase, but only did so, after having procured
ders not to buy a Vessel, which orders aimed
late to stop him in the contract for the Valetta

We remain, Sir,

Your Obedient Servants

(Sd) Case & Co

P.S – We enclose the letter to Mr Kino uchi which
he has returned unopened

C & Co
H.K.H

Copy #121

No 10

United States Consulate
Nagasaki Dec 12/1867

To Messrs Case & Co
Nagasaki

Sirs

In reply to your letter of yesterday concerning the matter of the Valetta, and notifying me that she will be sold by public auction on the 13th instant I have to state that after fully considering the grounds given by you, upon which you base your claims against Mr Kawauchi, I see no reason for changing views already taken by me on the subject, and therefore cannot in any way authorize the sale of the aforesaid vessel, as I have already informed you in my letter of my dated the 8rd instant, this matter has been referred the Governor of this port for investigation, and he promised to send me his decision at an early day. Should his decision be given against you and you decide to appeal to a higher authority at Yedo, I shall if requested by you, forward your claim to his excellency the United States Minister to be dealt with by him, in such a way as may may seem to him proper, giving him at the same time my reasons for taking the steps I have. I will then give you copies of the Statements of Mr Kawauchi and others made before me at your request.

With regard to your statement that Mr Imai has not appeared to give his evidence as requested by me, I have to remind you of the conversation I had with your Mr Babcock, on the 3rd instant, when I told him that I had received word that Mr Imai was ready to appear at any time but I had requested to have statement made before the Governor, and that

* End of original 1st page

Mr Robinet would attend at the same time to hear
. I shall have another interview with the Gov-
nor in a few days. and will then take the oppor-
unity to speak to him again on this Subject

I am Sir

Your obedient Servt

(Sd) D. L. Moore

Vice Consul

A true Copy

(Sd) Willm B. Mangum

U. S. Consul

Copy #122

No 11

United States Consulate
Nagasaki Dec 13. 1867

To Messrs Case & Co
Nagasaki

Sirs

I have just had an interview with the Governor relative to your Claim against Mr Kuroda and informed him that you intended to sell the Valetta by Public Auction to day at 2 P.M. He stated that an officer would call on you in a few days to arrange about taking delivery of the "Valetta" and about the terms of Payment, and therefore requested that the Sale might not take place as he thought the matter could be arranged Satisfactory to yourselves

Your Obedient Servant
(Signed) R. L. Moore
U.S. V. Consul

A true Copy
(Sd) Willis P Maugnin
U.S. Consul

Copy #124

No 12

United States Consulate
Nagasaki Dec 16. 1864

To
Kawaza Idzumo Kami
Governor of Nagasaki

Sir

I have the honor to inform you that I
ot no time in giving the substance of our conversa-
on on the 13th instant respecting the claim of Mess
ael & Co against Mr Kinduchi, and the sale of the
rk "Valetta" by public auction to Mr Robinet of the
ove named firm, who replied that no one had
t called on him to settle about taking & delivering
the said Vessel, and believes that you must have
en misinformed about the matter. He however
dered the sale of the Valetta to be stopped, and is
waiting to see the person who you stated would
ll on him to settle the affair. I have therefore to
quest that you will instruct this person to see
Robinet at once so that this business may be
ded without delay

With Compliments
(Sd) W. L. Moore
U.S. Vice Consul

A true Copy
Sgd Willi. P. Mangum
U.S. Consul

Copy

No 13

Nagasaki Jany 9. 1868

R. L. Moore Esq
U.S. Vice Consul

Sir

We are sorry to be compelled to bring for your notice the following facts after having waited patiently for three months some reasonable terms, upon which the Barque Valetta should be taken by the Prince of Yechizen Officer. Mr Kinouchi to no purpose, we intimated to him, and gave due notice to Mr Kinouchi and the Custom House that we should sell the Barque "Valetta" 13th last month at public auction, in order to establish our claim, and end our keeping the Vessel at great risk and expense just as the sale was to take place you addressed us officially, that you had arranged with the Governor, that if we postponed or gave up the sale of the "Valetta", the Governor must send in a few days, some Officer to settle the business satisfactorily upon such official assurance we gave up the sale, and have waited patiently now for twenty six days to no purpose, the Yedash of Yechizen has come here on occasions and proposes first to pay for the ship in 8 Years, then in 5, and the last in 3 Years, and invited us to make a further reduction, he has shown in every case, that his wish was to make offers which could be inadmissable, in order to come to no arrangement, and he has taken pains to go to every intended purchaser to make no offers for the "Valetta", and offered him that we would take from him, the terms that could be obtained from any of the intended purchasers and for the difference he would give us his due bills properly guaranteed at 6. 12. & 18 Months. but he

* end of original 1st page

ould not accept that, and he wished to keep any
ter terms he got for himself
At no time during the intercourse with Yechizen
odash, has come any high officer, but some small
ce officer, and while the Government has been employing
th this very Todach the superintendent of Police
anda, to settle some business about a 100 rifles
n Mr Correiro Portugese Consul, such important
siness as the Valetta has been left to small officers
whom the Todash did not care, and the said Todash
he cannot carry out a contract for 100 Rifles
ich the Government Linn can hardly be trusted
pay for the Valetta" We can prove that had the
ssel been allowed to be sold by auction, she would
ve brought a fair price near the sales made to
chizen, and can also prove, that now by the acts
the Todash, none of the intended purchasers will
de her,
lon mentioned that the Berlin" belonging to Yechizen
uld not be attached to meet any claims, which
very strange, as that vessel is Yechizens, and is
der the control of the very Linn under who bought
Valetta", and the Government can not give the excuse
t though it belongs to the Princes Country, are different
erests, and under different control, as in other
ses,
If before the 13th instant nothing
done in settlement of the Valetta, we shall feel
mpelled to throw the Vessel on your hands, and
ve you settle, or give notice to the Governor the Vessel
abandoned by us, Regretting much to be com-
lled to write thus
We remain. &c.
(Sd) Carr & Co,

Copy
Read Jany 10/68

(Dated Jany 10. 1868) No 14

Nagazaki 16th of 12 month
3rd Year Keio

To D. C. Moore Esq
U.S. Vice Consul

I have enquired what you have stated to me in your letter dated the 29th of 8th month. about the breaking the contract by Kunamoto Yaibay officer of Makidaira atgidzumo Kami to purchase the Sailing Vessel belonging to your subject, Robinet, on the last 14th month, when it is stated, that the said contract has been made by the decision of only Kinomoki without getting the order from his Prince, as the Vessel belonging to his Prince has suffered the Wreck by the Storm in the passage to this port, but the order which he afterwards unexpectedly received from his Prince, has prevented him to purchase her, so he has been obliged to ask Robinet, to clear off the contract, explaining him above reason, as he has no power to buy her with his own account, but Robinet has not consented, and protested against it: therefore the treatment of this matter has been transferred to Yochugo - business transactor of said Prince, as it shall be very inconvenience for Robinet, that the Contract should be broken, consequently for the convenience of both Sides, said Yochugo have made conference, many times with Robinet to delay the term of its payment as he will buy her with his own account but Robinet has not consented, and could not

* End of original 1st page

not settle at all

It is sorry for me too that this matter has agreed upon, notwithstanding my order to confer conveniently for both parties. I think that we have no means other than to judge according the contract delivered to Kuwomoki by Case & Co, in the contract it is clearly mentioned that one thousand Rio are received, and the sum shall be kept should the contract be broken, so it will be proper that said one thousand Rio shall be kept, and left of the contract you will please to inform to Robinet about it

With respect
(Sgd) Kawadzu Egumakami
Governor of Nagasaki

United States Consulate
Nagasaki Dec 5. 1872

I the undersigned Vice Consul of the United States, for the Port of Nagasaki, Japan do hereby certify that the foregoing is a true copy of the original letter on file in this Consulate

Given under my hand and official Seal. the day and year above written
(Sgd) Chas L. Fisher
U.S. Vice Consul

(L.S)

Copy #33

No 15

United States Consulate
Nagasaki March 5th 1868

Messrs Case & Co,
Nagasaki

Sirs

I am in receipt of your letter of this date
pecting the Bark "Valetta" and requesting me
give Mr Kairuchi and the Government no-
e that you will sell her by Public auction on the
instant at 2 P.M. You are aware from what I have
ready expressed to you both in writing and verbally
t for reasons well known to yourselves, I have
fused to authorize, or to interfere in any way
th the sale of said Vessel, and I see no reason
r to change my determination, though it ap-
ars to me unnecessary to enter into any further
cussion on this subject, yet I cannot allow one
rtion of your letter to pass unnoticed

You state that in my communication I wished
u to stop the sale of the "Valetta" as I had arranged
th the Governor for the payment, and delivery
the Vessel in a few days. This statement is entirely
orrect. I said that the Governor stated that an
fficer would call on you in a few days to ar-
nge about taking delivery of the "Valetta", and
ut the terms of payment, and therefore
quested that the sale might not take place
he thought the matter could be settled sat-
factorily to yourselves" This Officer called on
u as promised by the Governor, but you refused
agree to the terms of the settlement offered by him
help you out in the matter however. I consented
see the Governor again, and try to induce him

make this officer give you easier terms, but before
anything further was done by him a change in the
Government took place

As I said before, I shall not in any way interfere with the Sale of the Valetta*, though I do not authorize such sale, but as she is mortgaged to another person, that person should be notified of the intended sale before it takes place

Very Respectfully
Your Obedient Servant
(Sd) D.L. Moore
U.S. Vice Consul

A true Copy
(Sd) Willm. P. Youngman
U.S. Vice Consul

* End of original 1st page

Copy #35

No 16

United States Consulate
Nagasaki March 6/1868

Messrs Case & Co
Nagasaki

Sirs

Your communication in reply to mine of the same date relating to the Bark "Valetta" received. I do not think it necessary to make a categorical reply to the assertions set forth in that communication but plainly and emphatically deny that such assertions are correct

I take notice of the last paragraph in your letter stating that you will hold the Government of Nagasaki through me responsible for all deficiency in sale of Valetta and expenses

Your Obedient Servant
(Sd) D. L. Muse
U.S. Vice Consul

A true Copy
(Sgd) Wm. P. Maugum
U.S. Consul

Copy

No 17

Nagasaki March 10 1868

T. L. Moore Esq
U. S. Vice Consul

Sir

We beg to acquaint you, so that you may
ully have the Nagasaki Government that the
arque "Valetta" was sold to day for $10,000 Eleven
saud dollars, and we shall demand the differnce
tween that sum, and of that sold Mr Kino with
ut of the proceeds of Yochizen besides running
buses to date, less one thousand Rio received

We beg to state that at the previous day of
le of the Valetta we were offered $16.000 Cash
ich we had to refuse, as the sale being stopped
d that we are ready to bring evidence to prove
t fact

Since no bill of sale will be necessary the
rtgage in favor of the agent of the Dutch trading
ety remains in full force

Faithfully Yours
(Sd) Case & Co

Copy

No 18

Nagasaki March 20 1868

To D. L. Moore Esq.
U.S. Vice Consul

Sir

With reference to the "Valetta" Claim in order to simplify matters, we have concluded to separate the Claims, and the difference between the price at which the Vessel could have been sold at the time she first was announced for Sale, and purchased for the Prince of Yechizens Agent, we will take upon Yechizen, and upon advice we have received, we shall by mail chances by addressing the Prince of Yechizen stating all particulars, and entrusting said letter to a high officer, who has to act for us in the matter, and so we shall wait for the result,

The other Claim is directly on the Nagasaki Government, as had the Governor really sent any fair offer, the business would have been settled now. while by requesting you to act as you did unnecessary loss has been caused, which we trust you will see the justice of our being promptly paid for and until paid for: 2% interest to be incurred per month, being the rate at which money can be placed at present in this port

(Sd) Case & Co

Enclosed Claim amounting to $7190.

Copy

No 19

No 88

United States Consulate Nagasaki
March 25. 1868

To
Enouya Nouta Esq
Asst to the Gov Genl of Kiusiu
Nagasaki

Sir

Enclosed I have the honor to hand you a claim
ought by Messrs Case & Co against the Nagasaki
overnment for the Sum of Seven thousand one
undred and ninety dollars $7190:/- This claim
as originated (August 2d) under the following circumstances
In September last Messrs Case & Co sold to
ino uchi Gihe, agent of the prince of Yechizen
Bark Valetta for Twenty two thousand seven
undred dollars, a contract was duly signed
nd ten thousand Rios paid as bargain money
r Kino uchi afterwards refused to take the
essel, and Messrs Case & Co, therefore requested
e to lay the matter before the Governor and ask
im to compel Mr Kino uchi to complete his contract
his I accordingly did, and after waiting nearly
ee months and no action being taken by the
overnor and Mr Kino uchi still refusing to take
Vessel, Messrs Case & Co, advertised that she would
sold at public auction on the 13th of December
n that day I had an interview with the Governor
nd informed him of Messrs Case & Co's intention to
ll the Vessel at 2 P.M. He replied that he had
lready sent an officer to Messrs Case & Co's to settle
bout taking her, and about the terms of payment
nd expressed his surprise, when I told him that no
e had been to see them upon the subject. He said
at he would again instruct this person to see Messrs

* End of original 1st page

ase & Co, and in the meantime requested me to ask
im to stop the sale, as he believed the matter could
e settled satisfactorily to themselves. This I immu-
diately did, and the sale was at once stopped. A
w days afterwards the Godoctii of Yechizen was
ut — by the Governor to arrange with Messrs Case & Co
bout taking the Vessel but* the terms offered by
im was so absurd, that it was evident he had
o desire to come to a settlement of any kind. I
gain ran the Governor, and told him that it
as impossible for Messrs Case & Co to accept such
rms as those proposed by the Godochi, and re-
uested him to allow them to accept an offer which
ey had received of Sixteen thousand dollars. This
e positively refused to do, but put me off with the
romise that he would take measures to have
e Godochi settle with Messrs Case & Co, on easier terms
n the 10th of January I was surprised at receiving
letter from him stating that as the Godochi had
d several conferences with Messrs Case & Co,
ithout being able to come to any satisfactory
ettlement, He had decided that Mr Kino-uchi's
ontract should be cancelled by the forfeiture
f the thousand ryos. I had another interview with
im, when I told him that having already decided
at the Yechizen people should take the Vessel
e was bound in good faith to carry out such
ecision. besides he had prevented Messrs Case & Co,
om accepting the sixteen thousand dollars offered
nd should he now refuse to carry out his original
ecision, they might be afterwards obliged to sell the
essel at a less price, and he would then become respon-
ible for the difference, after some further conversation
e at length agreed to reconsider the matter, but

* End of original 2nd page
" " " 3rd "

fore any further steps could be taken a change
Government took place, and Russen Case & Co, were
ually obliged to sell the Vessel at public auction
what she would fetch, which was Eleven
usand dollars
his claim is now for the difference between this
m and the Sixteen thousand dollars including
erest and expenses to date of Sales
You will doubtless see from what I have stated
t this claim has originated through the action of
late Governor of Nagasaki in not allowing
ssrs Case & Co, to accept the offer of Sixteen thou-
and dollars, or in not enforcing his decision
t the Yechizen people should take the Vessel as
present Government has expressed its intention
assuming the obligations incurred by the late
overnment, I trust there will be no delay in
anging this matter to a settlement, and Russen
se & Co, are ready whenever you desire it to prove
validity of their claim. Until payment is made
y claim interest at the rate of 2% per month
With Compliments
(Sgd) D. L. Moore
U.S. Vice Consul

A true Copy
(Sgd) Willis. P. Maugum
U.S. Consul

End of original 4th page

Copy

No 20

Nagasaki April 4 1868

J. L. Moore Esq.
U. S. Vice Consul

Sir

Please grant us a certificate in duplicate showing
time the Barque Valetta arrived at this port until
she was sold at public auction on the 10th of last month
substantiate a claim of sale made the Prince of
Bungo, upon her arrival, and that she sails for
Hiogo for the first time during the period named
during which she was kept only with a few men
as Ship Keepers

We require such a certificate for Forward & New York
pay premium upon her insurance which was
much while in port, and so much while at Sea
per month

Faithfully Yours
(Sd) Case & Co

Translation (Copy)

April 20th 1868

No 21

Nagazaki 28th 3rd Month
4 Year Reign

To
D. L. Moore Esq.
U.S. Vice Consul

We have understood by what you mentioned to us at our last meeting regarding the Bank Valetta having a Claim for the Prince of Jechizen that it would be assumed by the present Government for the reason of late Governors having been agreed with you to consider a decision, although you said to us that the same had been already complained by you to the late Government, however it was never included in the Memorandum but brought to our knowledge for the first time by your informing us,
as the late Governor left here without delivering up to us any accounts of Business incurred by him therefore we made several inquiries since that time, and have fully considered the subject but we cannot assume the same for you where not given us any particulars, and we could not find out on our Memorandums, although it was naturally so that you should inform any particulars about the said Vessel without a distinction of the large or small matter, and even the sale of the same, After having been already incurred by our Government on your information
You have laid several difficultys before

us

us about the same after it was allowed by your own authority to sell the same and the case has been made willfully by yourself

Therefore we have now nothing more to do with the case so we hope that you will perfectly understand the above

With compliments

(Sgd) Machida Mint
Enamya Mantu
Sakaki Sanshiro
O Kuma Hachiro

U.S. (LS) Consulate

United States Consulate
Nagasaki Dec 5th 1872

I the undersigned United States Vice Consul for the port of Nagasaki, Japan, do hereby certify that the foregoing is a true copy of the original letter on file in this Consulate. Given under my hand and official Seal the day and year above written

(Sd) Chas. L. Fisher
U.S. Vice Consul
(LS)

No 22

105

United States Consulate
Nagasaki June 2d 1868

To the assistants of the
Governor General of Kiusiu
Nagasaki

I have the honour to call your attention to the claim of Messrs Case & Co upon the Government of Nagasaki, for the sum of Seven Thousand one hundred and ninety dollars ($7190.00) fully explained to you in the letter of Mr Vice Consul Moore No 58 of March 25. 1868. and request that the same be paid.

In your reply of April 20. 1868 to Mr Moores letter presenting this claim, you state that you know nothing about it as the former Governor had left no Memorandum of it.

I cannot accept this reply as satisfactory, for the matter is clearly explained in Mr Moores letter above referred to and therein stated are correct

The loss sustained by Messrs Case & Co. for which they make this claim, was caused by the action of the chief officer here of the former Government, and this officer having been driven away from Nagasaki and his Government overthrown Their liabilities, must necessarily be borne by the present Government

With Compliments
Sd Willis P. Maugum
U. S. Consul

A true Copy
(Sd) Willis P. Maugum
U.S. Consul

Copy

No 23

Nagasaki June 26 1868

To W. P. Mangum Esq
U.S. Consul

Sir

We shall be much obliged if you will kindly return to us, the Contract between Mr Hisatami & Hazen man who first bought the "Valetta", also Mr Bandmins letter of our agreement with reference to said "Valetta" for same account, and as we handed, claiming the amount still due by Hisatami until the first auction sale was stopped

Kindly also return us the contract entered with Kino uchi Gaisha, Yokohama agent for sale said "Valetta" 2nd hand, with the papers annexed which we handed to the consulate for examination

We remain
Respy Yours
(Sd) Case & Co

Copy

No 24

Nagasaki July 1st 1868

To W. P. Maugum Esq
U.S. Consul

Sir

Your communication of Yesterdays
ate, No 106. is before us, and after thanking you
r your good efforts in trying to settle matter
rus, and knowing how impossible it is to get
apanese officials to yield any position they take
nless you have them in your power, notwithstanding
their reply is so weak, saying that they are
t responsible for the acts of the late Government,
hich were done by the officers on their own account
ctly neither we believe Mr Vice Consul Moore would
ve acted upon private request of the Governor,
d less that Mr Moore if so requested would have
ked us to stop the sale upon the assurances of
Governor of Nagasaki in his official capacity,
d secondly we certainly unless we were sure
had the (the) Official Japanese and United
ates assurance of Settlement of the Valetta, would
rtainly had not stopped her sale at that time
We think to have you further fruitless annoy-
ces. if you would be inclined to still persist
the amount being Tls. as the reasons given are
admissible; That you will kindly forward
r claim with any copies of documents
ou'd. and any remarks you may think fit to H.E
United States Minister for Japan. so that he may
from the higher Japanese Authorities, the justice
t is denied to us here

Very Respectfully
Your Obedient Servts
(Sd) Case & Co,

No 25

No 131

Consulate of the United States
Nagasaki Augt 29th 1868

Sir

I have the honor to send you herewith copies of correspondence that has taken place between this consulate and the native authorities relating to a claim of Messrs Case & Co upon the Government for loss sustained by them in consequence of the action of the late Governor of Nagasaki. these copies embrace five enclosures.

In enclosure No 1 being Lat (date) March 25 1868 there is given by Mr Vice Consul Moon, a plain Statement of the whole affair. I consider the claim (founded) forwarded in justice and have exhausted all the legitimate means at my Command to induce the authorities to pay it but (without success.) Since my last letter of the 29th June last (No 3 Enclosure) was written, I have had three interviews with the authorities on this subject, and argued the case at length, but they stubbornly persisted in adhering to their first determination, and consider it of no avail to urge the matter any further here,

I send this case up to your excellency, and trust that the position I have assumed will meet with your approval. The Japanese letters are literal copies of the Interpreters translations as sent from the Custom House

I have the honor to be
Sir
Your most obedient servant
(Sgd) Nellie P. Maugum
U.S. Consul

His excellency
R.B. Van Valkenburgh
U.S. Minister resident in Japan
Yokohama

-A true Copy-
Sd Nellie P. Maugum
U.S. Consul (LS)

Copy

No 26

Memo: as to "Valetta" Claims

After the sale of the Valetta for Mr Gunther in exchange for coal was changed into payment by Mr Kroes against accepted orders on Mr Bandinel and that fell through, Mr Gunther came to Nagasaki, and his purchasers offered for the "Valetta", after several talks the agent of the Prince of Reclizen-Kinoudi begged to get the preference, and offered all kinds of promises of future business, if some credit could be given him (as well as the preference over the other intended purchasers) a sale was made to Mr Kinoudi only Guide, the duly authorized agent of the Prince of Reclizen of the barque Valetta, and he duly signed and stamped the contract of purchase on the following terms -

1000 Rios at time of signing Contract, which he paid
2000 Rios in three days from time of signing contract
then balance to complete ⅓ Cash within 18 days
from time of signing contract
⅓ in 4 months - and ⅓ in 8 months - and unless
the payments were to be made as stipulated
the cash payment to be forfeited as a penalty -
and the vessel could be sold to any one else -
the amount of Sale was 22.700 $ Twenty
Six thousand seven hundred dollars

The contract as above named was signed and the 1000 Rios paid. Two days after signing the contract, Mr Kinoudi Guide came and said that he had no ready cash at the moment, and to pay the other 2000 Rios he would have to borrow money from the Bankers, and that they asked him 8% and as he expected every

Moment

moment some officer from his country with money he would be much obliged if we should wait and as we were willing to trust his Prince for 2/3 the value, it would be strange if we could not trust him for the Cash payment. It was agreed he should not receive charge of the Vessel until Cash payment was made. After his promising that he waived all right to throw up the Cash payment, and to give up his Contract to pay, and promising faithfully that within the 15 days, all cash payment would be made and due bills properly stamped given we consented to wait for the 200 Rds, and as Mr Gunther would go back to Shanghai, and could not wait we paid him his 1/3 Cash, and gave him our notes for 2/3 (which have since been duly paid at their maturity by us) Ten days after this, and having given Mr Gunther the bills, and his having gone to Shanghai Mr Kinnochi Gunke called and said, he had received an order from his Government not to purchase a Sailing Vessel but to purchase a Steamer, and wishing to cancel the purchase of the Valetta by the loss of one or two thousand dollars, and promise to purchase the Steamer Strength no, but we told him it was impossible, that the owner of the Valetta had gone away, we had given our due bills, and that he must tell the Prince his order not to purchase had come too late, after his promise to arrange the business, and him passing on, we applied to the Consul and requested he should call 8 officers of Mr Kinnochi's Country as witnesses

and

and take their evidence. (the officers voluntarily offered themselves as they were much annoyed at Mr Kinouchi's action) and also take Mr Kinouchis own testimony, all were summoned. and the evidence proved exactly what is stated (Mr Goble now in Yokohama acted as interpreter) I on expressing a desire of asking for a certified copy of the evidence, the same was refused to me - after promises of settling for the vessel and waiting for about 3 months, and risking I sum expence of Insurance, Crew &c. We gave notice to Mr Kinouchi Guibo through the United States Consul. that unless the vessel would be paid before 10 ten days, she would be sold at public auction for his a/c. and we would claim the difference between price of sale by auction and the one to him and all expences incurred since his purchase to date - The U.S Consul wished us to stop the sale, but I said that unless the money and terms of Mr Kinouchis Contract were not carried out. I should sell as named, This announced for the Sale. the United States Consul came to me, and said the Superintendant of Customs had come to him in the name of the Governor, and said he wished that the sale of the Calella should be stopped, and that in a few days all about her would be satisfactorily settled by Mr Kinouchi Guibo, I told the U.S. Consul I had been so much deceived, and annoyed in the matter. that I would wait no longer; and he said he would make me wait. I said I would not do so

and

and he went away and returned with the Superintendent of Customs, and asked me why I told them I would not unless compelled and the Superintendent said he would guarantee the satisfactory settlement in a few days. I said I could only take notice of what was in writing, upon which the United States Consul requested me in writing to stop the Sale, and all would be settled in a few days. I told the Consul I preferred to sell, as I feared that nothing would be settled as it could, why not then at once give me proper documents in writing, to which the Consul said he would not consent now as the Vessel being sold, and if I went on with the Sale, he gave me notice he would not transfer the papers, so it was no use to go on with the Sale, and it was stopped. Several days passed and nothing was done and I wrote to the Consul complaining, and at last an insignificant officer came and offered to take the Valetta and pay for her in Eight Years, then in five Years without interest.

I wrote to the Consul and the Custom House that it was not only trifling but insulting their conduct, and at last they offered to pay for her in 18 months without interest or security at this time there was a party who offered 16000 $ Cash for the Vessel, and I called on the Consul to let me accept this offer, he himself satisfied himself of the bona fidedness of the offer of the money being ready, and wrote to the Government, who said they could not consent on being sold, and the Consul would not

not consent either, and so I was obliged to refuse the offer, and we continued for a long time in great many talks about the matter, coming to no conclusion, about this time I imported a large quantity of arms, and so saved the Government a considerable amount of duties and just then the change of the Tycoons Government came, and the Governor and authorities of Nagasaki ran away, and in order to Establish my claim, I decided to sale the Vessel by auction and give notice to the United States Consul and Sin Kino nobi Guchi of the sale, and eventually sold the Vessel at auction for 11.000 $, and claimed seperately, one claim from the Government of Nagasaki for their and Consuls interference in preventing me to sale the Vessel for the 16.000 $ tendered, and 11.000 $ she was sold for with the expenses of keeping in the mean time, and interest, which makes the amt of claim now in the hands of the Minister about 10.000 $; and left the other claim on the agent of Yechizen-Kino nobi, between 16.000 $ and 22.700 $ less 1000 Rio received, and added expense of keeping ships Insurance &c, until the offer of 16.000 $ which would make about 8000 $ which I had hoped to settle in some way, if I could get to the presence of Yechizens high officer, after having settled the other claim from the Government, but so far nothing has been done, as all the papers connected in the affair evidence &c. was in the hands of the Consul and as he said transmitted by him to the Minister

After the Valetta was sold by auction the new Government of Nagasaki claimed the duties owed to the old Government, and we told the Consul, that as said duties were due to the old Government. our claim about the Valetta (duties due about equal amount on them) claim that we wished to offset one with the other, the Consul after some talk said, he did not like the principal of withholding duties, but our claim was good, and that we should pay the duties, and he would make the Government pay the claim, We demurred, and said if the Government once got the duties, it would be difficult to make them pay. but the Consul ordered us in writing to pay the duties, and we paid them, some time afterwards the Consul said the Government refused to pay the claim of the Valetta, saying the affair belonged to the old Government (as if the new Government had not assumed all responsibilities of the last, and had received the Duties due by us to the old Government) We asked ~~the Consul for at once for or said~~ our claim with all facts connected to the minister, which he said he would, but about three months afterwards he said he had not sent it, as our claim was a just one, and it concerned the Consulate, and he only waited for an opportunity to make the Government pay, about this time some copper was to be sold and we talked about buying it, and try to offset the value against our claim, but it was found the copper belonged to some princes, and so

I did

I did not do a nothing with it; but some time after this, the Custom House officer came and told me if I would purchase a large quantity at one time, they would sell me some very good copper that belonged to the old Government, and then I thought that would be a good opportunity to purchase and offset my claim of the Valetta, so asked the Superintendent of Customs to come in about an hour, and I would give him an answer, and must to consult with the U.S. Consul, but he being absent when the superintendent of Customs came for an answer, I closed with him agreeing to take a greater quantity than my claim, and at a price higher than the market rate, in order to secure as I thought the means of safe settlement. Afterwards saw the U.S. Consul, told him what I had done and he agreed that I should not pay for the copper, and have the case brought before him, when he would make an offset.

I took delivery of the copper, as the officer who had charge of it was a friend of mine, without any document passing between us, but afterwards as I knew what was contemplated, I feared to get the Officer in trouble, and gave him a paper, I would pay for the copper at the rate agreed in Stg 600 within three days- the next day the Mail leaving- and wrote at once to the U.S. Consul, what I had done and that when the three days elapsed, I would pay the excess of my claim, and for the Amt of claim would give an order on him when

he

he could make the offsett. I got no answer to this, and naturally concluded it was in order, but when the three days elapsed and paid the amount over claim and give the order on Consul, he got very angry, told me why had I given any agreement to pay, and now so given an order on him, that I had made a special contract, and could not be made an offset Case of it; and I must pay at once, or he would - I tried to argue the point with him, but he would not hear about it, and summoned me into Court, to answer the plaint of the Superintendent of Customs. I as provided by the Consular Regulations filed a case of offset to be heard at the same time, and tendered into Court the Amt of value of copper, as on special contract, at the same time begged the court to attach the money until the Case of offset was heard. The Consul would not entertain either request. The case came forward. I asked if the offset case would be heard. The Consul said it would not I asked if he would allow me to quote the law which entitled me it should - he said he was there to interpret the law, to which I said will you allow me to quote, to which he said 50 $ for interrupt of Court to be entered against me - and then said will you go on with Case, to which I said if he would allow me to quote U.S. Law, to which he said to the Clerk to enter other 50 $ for another Contempt, then he said if I did not go on with the Case he would

Send

send me to prison, to which I said he might do as he liked, since he would act irrespective of law, and the case was entered by default and execution granted, and the copper paid for 100$ for contempt paid under protest and the case of the Valetta referred to the United States Minister, at the same time refusing to give me any copies of the record of the case, though willing to pay for it. denied an appeal, denied me the right to record a protest against his illegal acts &c.

I have no certified copies of any documents all having been lodged in the Consulate, and the correspondence I had with Mr Mangum the U.S. Consul, Certificates of his refusing me copy of records, copy of protest, also certificates of minutes of what passed in Court only was forwarded by me to H.E. Genl Van Valkenburgh, begging him to see that justice was done in the matter

All what I have stated is nothing but facts

(Signed) W.M. Robinet

for self and representing Case 46

Osaka Dec^{r} 23rd 1869

Copy

No 27

I W M Robinet being duly sworn do declare as
llows. That while in charge of the business of Case &Co
agasaki, I sold the American Bark Valetta, to the
nce of Yechizen as per contract. That the Contract
s not carried out, by the Princes against to the
ejudice of the owners- That afterwards I offered to
ll the said Bark "Valetta" at public auction, but at
request of the U.S. Consul, withdrew notice of the sale,
he informed me that the Governor had promised
u that the matter should be settled in a few days.
rther that at the time of stopping said sale, I was offered
,000 for the said Vessel by the Yechigo officers through Thomas
imber Lewis & Co, and Tung Wo of Nagasaki. Finally
old the Vessel to Walsh & Co for $11.000. I further declare
t all the statements made by me in a letter written
Mr J.F. Trumbly at Shanghai, and dated from Kobe
c. 23/1869. are true in every particular, and further
t the statement of Wm D. L. Moore, late U.S. Vice Consul
Nagasaki, regarding the Valetta claim are also
e

Witness my hand & seal this 30 Dec. 1869

(Sgd) W. M. Robinet

Witness (Sd) Jno Allmand

Subscribed & Sworn to before me
this 30th day of Dec. 1869
(Sd) Samuel Lyon
U.S. Consul

Copy

No 28

Consulate of the United States
Hagasaka Jany 17/1870

Dear Sir

Your letter of the 28th ult. requesting me to furnish you with certain information in the "Valetta" matter has been duly received & enclosed I send you copies of all the letters written to Mr Vice Consul Moore on the subject an original Japanese memorandum of Kuntai Jimbei with the translation to Mr Verbeck, and copy of statement of Mr Kinouchi made at the consulate together with the originals of Mr Robinets letters. I send the originals, because the English is sometimes peculiar. In taking copies the original contract was returned to Mr Robinet at his request, in whose possession I suppose it is now. The affidavits you wish, I am unable to procure, as I can find no one here now cognizant of the facts, as set forth in Mr Moore's statement. Mr A. J. Bandinel now residing at Osaka, I am told, knows more of this matter than any other foreigner, besides Mr Robinet himself. I understand that he is at present on a visit at Yokohama and would willingly give you. I doubt not any information he may be able to do in regard to it. The dates I cannot get any further than is shown in the correspondence sent herewith. As to the order to stop the sale of order was given to Mr. Robinet, Mr Moore distinctly states that he informed Mr Robinet of the request of the Governor leaving him to act upon it or not as he thought best and trusting

to his

to his good faith of the Governor. Mr Robinet postponed the sale. The name of the person who offered the sixteen thousand dollars, I do not know.

The fact of this offer being made was accepted by Mr Moore on Mr Robinets own declaration. I regret that I am not able to furnish you more fully with what you wish, but trust that enough is in your possession to enable you to bring the case to a successful termination.

Hoping to have the pleasure of seeing you in Nagasaki, believe me

With high regards
Very truly Yours
(Sd) H. P. Haugwout

To C. E. DeLong Esq
Yokohama

(3rd Inclosure Doc No 29)
(Valetta Claim)

Dear Sir Brindley

Herewith the dates required, which I hope will reach you safely this time

1st day Jap 12th month 1867
26 December 1867
1st day Jap 5th month
20th June 1868

Yours Truly
John J. Quin

13th Jany. 1873

(Translating Japanese)
(dates in Contract)

Copy (an enclosure of No 29) "A"

Nagasaki August 22. 1867

Agreement entered into between Kino uchi Jinbe, an officer representing the Prince of Hatsudaira Yechizen no Kami and the undersigned

The Barque Valetta, with all her appertainances, is sold for the sum of twenty two thousand seven hundred dollars, and to be paid as follows:

One third Cash

One third on the 1st of the Japanese 12th month

One third on the 1st of the Japanese 5th month.

To bind the agreement, one thousand Rios are received to day, one thousand to be paid in two or three days, when the crew of the Valetta will be sent away, except the Captain and mate, who will remain until the Cash payment is made in full, when the flag will be transferred, and all papers transferred, and proper document to pay in time specified given.

(Sd) Case & Co

The Cash payment to be made in fifteen days, otherwise this agreement finished, and money paid, forfeited (say fifteen days)

(Sd) Case & Co

Translation
Copy

(an enclosure of no 29) B

No 8 month 3rd
Yedo
September 1867

Breach of Contract

I the undersigned hereby communicate to you, reference to the fact, for to make a contract to purchase a Bark Waretta" at the at the value, Twenty two thousand seven hundred Mexican Dollars ($22,700) of which a sum of one thousand rioos (Rioo 1000) advanced at your office.

Three days after the contract date I had a post from the Sausio or magistrate & he has state, that there is necessary consultations have been occurred not to purchase the ship in my country now, of which I have not expected and have made a contract.

In consequence thereof I have told that you will be requested to breach the Contract stating with a very necessary case, but you also state, your own right & can not agree it after once a agreement has been made

The contract having been made without any knowrage of my Countrys consultation, and by only my own judgment therefore. I cannot to compel the Sausio or Magistrate to fulfill the Contract or after their Consultation to do it, and several times, I have complain to you to pay back sum of half amount of advance, by your kind & merciful consideration on the said circumstances, & to make an other new contract, but should you not

not accept my request, will not impress
you to do so.

I therefore oblige to breach the Contract
to purchase a bark for sum of one thousand
Rijos has been paid according the Contract
paper, so that there is no more reference
in this Case between I & You from this date

(Sgd) Kisai Juibi

in

Mathdaira Yechizen no Kami

To
Mr Robinet
Messrs Case & Co

Copy (Yedo 25th Aug/70) No 29

Yokei 29. 7th month
3rd Year Meiji

With reference to the annulment of the contract made by Kinowaki Gijiu. Fukiu officer to purchase the Bark Valetta from an American firm Messrs Case & Co. of which you lately complained, we have summoned Kinowaki and inquired, he thus declared as follows

When the provisional contract was made on the 23rd of 7th month, the year (1869) the amount of 1000 Ryos was paid to Messrs Case & Co. and as the contract was annulled on the 1st of 8th month of the same year, he do understand, that the amount paid would be forfeited according to the last clause of the contract (its copy annexed)

We have therefore no other way to act according to the terms of the contract.

You inform us, that the Nagasaki Governor of the late Government has prevented to sell her to another during the investigation of the case complained by the U.S Consul, when the former was informed by the latter about the same, and that Messrs Case & Co has sustained a great loss on the sale of her afterwards of which a demand has been made to the present Government at the beginning of 3rd month of the year Tatsu, to cover the said loss by the Government. there is however no evidence from the late Governor, moreover Messrs Case & Co has sold her in auction with out notice to the Government, which ought to be done, if the sale of her more

* End of original

Hisexcellency presented
C.E. De Long
U.S. Minister. Resident

prevented by the Government, in consequence
of this there is reason & there is reason to cover
the loss sustained by the said firm, after
they have sold her without due notice, now
we have to request you will fully consider
the said proceedings, and explain to Messrs
Case & Co, that we are unable to comply with
your request

With respect and consideration

(Sd) Sawa ju Saemi Kiyonara Koyuboshi

Terashima ju Shi Fushiwara Munenori

No 30

This is to certify that I J Goble of Yokohama Japan; do distinctly remember having been in the Store of Messrs Carr & Co of Nagasaki, when a Japanese officer called Kuduchi, came to Mr Robinet in his office, in said Store, and said that he had no ready Cash at hand, and begged to be excused, paying the other two thousand Rios, to make up the three thousand Rios, that he had agreed to pay in advance upon the purchase of the Bark "Valetta", that he would pay in a few days; being in hourly expectation of an officer to arrive from the Country with money

Capt Robinet told him that he had other offers for the purchase of the Ship, and that he must insist upon the payment at once of the full advance, or else cancel the agreement, as he was willing to take no risk in the matter,

Kuduchi the Japanese officer replied that he could not think of giving up the purchase, because he had reported to his prince the bargain closed, and it would not do for him to let it slip now, for he would be sure to get into trouble, if he did so, He also said that he had been to the Bankers to borrow the money and that they wanted him to pay 8 per cent interest and as he could not pay so great interest, would Mr Robinet kindly trust him just for a day or two, until he could receive the money from the Country, He said that if Mr Robinet would not help him, he must get into trouble with his Prince, and they would surely take the Ship, and begged Mr Robinet on no account to sell her to any one else, after much talk Mr Robinet

agreed

agreed to wait a little, when the officer went away much pleased, and said he would reward Mr Robinet by doing all his business through this house

Afterwards when the matter was Brought before the Council, Mr Robinet requested me to act as Interpreter, and the evidence then elicited, all went to show that said Kinouchi, was the duly authorized agent of his Prince, and that he had made a bonafide contract for the purchase of the Ship, and had given every possible assurance to Mr Robinet, of his determination to purchase her and now only drew back on account of the said Prince, or his high officers having changed their minds, having first given orders to this their agent, to get a Sailing Ship, but after he had secured the purchase of this one, they then thought they must have a Steamer instead, All the nature of these concurred, in the idea of the contract having been a genuine and binding one, and that Mr Kinouchi had used every effort to prevent Capt Robinet from selling the Ship to other purchasers, and secure the positive delivery of her to his Prince, Mr Kinouchi said that he was sorry, that he could not now do as he had engaged to do, but that he could not help it, and as he was ordered now to get a Steamer, he could not take the Sailing Ship according to his Contract,

He made no attempt at a denial of having made the bargain in good faith, and no one in my hearing ever hinted that he had not acted with full authority, but on the

Contrary

contrary they all said that he had full authority to buy Ships for his Prince, and was provided to buy from Capt Robinet a Steamer in place of the "Valetta" so hoping to make up for the previous loss occasioned by their refusal of the first bargain

I also recollect that when Capt Robinet asked the Consul for a copy of the testimony of the Japanese witnesses, that this was refused

The foregoing according to my memory of the case, are the facts as far as they come to my knowledge and I hereby testify that this is a correct statement to the best of my knowledge

(Sd) J. Goble

Yokohama Nov^r 16^th 1870

Subscribed & Sworn to before me this 17^th day of November 1870. Kanagawa Japan

(Sd) Samuel Eyan
U.S. Consul

(L S)

True Copy
(Sgd) J. W. Beauchamp

Copy

No 31

Osaca Sept 29th 1869

To H.E.
Gen Van Valkenburgh
United State Minister
Yedo

Sir

In closing the business of my late firm of Case & Co I and they have assigned and irrevocably made over to John Fogg Trumbly Esq. the bearer, in trust for H. Fogg & Co. of Shanghai China, my and our claim against the Japanese Government in the matter of the Barque Valetta & others, against the said Government, the same having been forwarded to you by Willis P Maugum Esq. U.S. Consul at Nagasaki, and being now in your hands for enforcement & collection of the claim

Permit me to suggest that the payment of the claim, without delay is of the utmost importance to me, May I ask your best efforts in my behalf

That H. Fogg & Co, or Mr Trumbly will attend to the further prosecution of the claim and apply such that may receive as agreed upon

I have the honor to remain
Your obt St
(Signed) H. M. Robinet

U.S. Legation, Japan
January 17th 1873

I the undersigned do hereby certify that the foregoing is a true copy of an original document on file at this Legation as miscellaneous letter No 96 of 1869

(Sgd) C.E. DeLong
U.S. Minister

Copy

Legation of the United States
for Japan

Yokohama January 25th 1873

The attached documents are correct copies
of the originals, in this Legation Archives.

(Sgd) C. E. DeLong
U. S. Minister

(65)

No 28. Enclosure 2.

Statement of Facts
in re
Valetta ~ Claim

re 31 Oct 29/69
assignment
to H Fogg & Co

Statement of Purchase
1 & 31 Dec/31
Ext of Doc 29
amount Cr & purchase (Valetta)
1868 19

Account Current
Jany 25 73

We H Fogg & Co of Shanghai China, as assignees of Messrs Case & Co formerly of Nagasaki Japan Claim of the Japanese Imperial Government the sum of Twenty two Thousand Five Hundred and Sixty two 60/100 (22,562.60/100) Mexican Dollars as due January 25th 1873 - without prejudice to our further Claim of 2% - Two per centum per Month, instead of 1½ one per centum per Month as here:- (as per Notice duly given the Japanese Government as to rate of Interest charged on claim) - Should the claim not be promptly paid. As herewith shown by account Current, rendered and to date (It is hoped the Japanese government will see in this proposition a spirit of concession to be met in the same spirit)

We submit in proof of our said Claim the following Statement of facts. Viz:-

Doc 3
Case to Moore
Sept 19/67
Doc 4
Moore to gov of Nagasaki
Sept 21/67
Doc 2 & 3 above
Doc 23 Sept 30/67
Doc 6
Case's Testimony
Nov 30/67
above & Doc 2
Oct 67 Kino uchi to Case & Co

Mr G Gunther of Shanghai being the owner of the American Barque "Valetta" in the year 1867 sent her to Nagasaki, Japan, and consigned her for sale or Charter, to Messrs Case & Co, Merchants of that port Mr Gunther came to Nagasaki in August 1867 when two Japanese men were offering to purchase her; they both offered Mess Case & Co equal terms: The preference was given to Kino uchi Ginke, one of the men, and, as agent at Nagasaki, for Matsudaira Yechigen No Kami in consequence of his promise of future business, or the preference of business with his country Mess Case & Co, sold her through Kino uchi Ginke, to Matsudaira Yechigen No Kami for (22,700) Twenty two Thousand Seven Hundred Mexican Dollars

Dollars

This Purchase was made through Inus and Ainu raga, Agents or Brokers employed by Mr Kinuchi for the purpose, August 21st 1867

The payments were to made as follows, Viz:-

$7.866 00 on delivering the Vessel to the purchaser
$7.866 00 at the end of the Year 1100 (Japanese)
$7.866 00 on the 5th month of the next year (1101)
$22.700.00 Price

Mr Kinuchi came the next day, to Mess, Case &Co, to confirm the Contract

He brought with him a "Purchase Note", or Contract and Memorandum of payments, containing the terms over, agreed upon by his agents or Brokers, mentioned and dated Aug 21st 67, same date

He said he had not the money to pay the 1/3 part Cash, and take delivery of the Vessel,

He asked Mess Case &Co, to receive, as Bargain money (1.000) one Thousand Rios, he had brought with him, to Bind the Bargain, said;-

In two or three days, he would bring another (1000) one Thousand Rios, making (2000) Two Thousand Rios and, The Balance to make the 1/3 part Cash he would pay within 15 days

He said he was daily expecting money from his Country, Yechigen

Till then he could not get the money: Nagasaki people would charge him a very high rate; he said 5% per cent a month, and then he would find much difficulty in getting it, He urged this very much and said, Messrs Case &Co, could not fear to trust him for a few days, till the money could come from his Country Constantly expected, as they had agreed to trust him

for 1/3 Cash

for 2/3ds the price of the Vessel. He promised much future business to them with his Country, (as he had done before, for giving him the preference over the other purchaser) if they would grant him this favor. Mess Case &c, then consented to wait, as he asked; But they said we take much risk and trouble, in waiting. The other Man we spoke of yesterday, is waiting still, and will buy the Vessel, and pay the 1/3 cash. now, We shall be pleased to do Business with your Country, and are are anxious for the large future business you promise, But Mr Gunther, the owner, will not consent, and therefore we cannot consent to wait as you ask, unless you will consent to give us the Purchase papers and the Memorandum of payments, or Contract, as arranged yesterday, and which you have brought with you to day, Those papers say you have surely bought the vessel, and will surely pay as stated in them, You cannot on your part break the agreement to purchase the Vessel, but you must take her, and pay for her, as they state

But when you give us this Contract of purchase on your part, which you cannot break, or ~~have~~ right have any right to break, we will give you a Sale paper, or or agreement which we can break, on our part or have a right to break, if you do not do, as you to day, say, you will, when you asked us to wait for part of the Cash payments. We will state in this Sale paper, which we will give you, in return for your purchase papers, mentioned, what we agreed to do yesterday, and also what, by your request we agree to do to day, which is this

Nagasaki August 23rd 1867

Agreed to yesterday by us:—

We

We have sold to you as agent of the Prince of Yechizen the ams Barque "Valetta" with everything belonging to her for $22,700.00 to be paid for- thus:—

1/3 Cash

1/3 on the 1st of the Japanese 12th month

1/3 on the 1st of the Japanese 5th month of the next year following

Agreed to & day by us:-

See above & especially A of Doc 29.

We have received of you this day 1000 Rios to bind the agreement, you are to pay us 1000 Rios in two or three days more, We will then send the crew of the "Valetta" away, saving you expenses, but the Captain and mate will remain till the Cash payment is made in full, Then the flag will be changed, and the Vessels papers transferred to you, when you are to hand us proper stamped due bills for the two payments,

We shall then say, we will give you 8 days to make the cash payment in full, But if you do not do this, this agreement will be broken by you & finished and the Money paid (the 2000 Rios) will be forfeited.

Mr Kinouchi Gnibe consented to this condition of the owner, and Mess. Case & Co, for granting his request

See 3.4.6 & 26 Contract of purchase 1.A1. B1. & Sup B1.

We now handed them his Purchase Note and Memorandum of payments, or purchase Contract, mentioned of Barque "Valetta" dated Aug 21 1867 (which we now produce) Doc No 1, and they handed him their Sale note, or agreement of Sale of Barque Valetta to his Prince, dated that day Aug 21 67- Containing what they agreed to do, and their conditional privilege of ending the agreement and keeping the Money as mentioned, which you or Kinouchi Gnibe still have and can from it and the purchase note see the Corrections of what we have stated, However we hand in what

pecially
A of Dec 29

in what spoken sent by H.E. U.S. Minister De Long as a true
Copy of it, in your letter, No 93. F.O Aug 25th 1870. Rec 25

Note
te or form of
Contract

Note—

It will be noticed, that this, was not a form of Contract used by legal men, Consisting of an Instrument signed by both Parties to the Contract, but a form of "Contract" used by Business men, in their ordinary business transactions, in which each man says, in his own paper which he signs, and hands to the other man, what he has agreed to do, and therefore, what he is bound by or bound to do,- his obligations to the other man, He may add to this his privileges, or the conditions on which he consents to the obligations of himself to the other man; and such privileges or conditions generally are- The right of the party reserving or making them to make null and void the contract or to enforce some penalty mentioned, against the other man or to do both things, if the other man should fail to do what he has agreed to do in the paper signed by him

Each paper contains promises; Each paper may contain warnings; The promises and the warnings are from the man making signing, and delivering the paper; They are made to the man who receives the paper, to the man to whom it is delivered, by the Man making it

A 1. B 1. of Sup B 1
of such Greek
chase note

Here such is paper, or purchase note, or Contract agreed to the fact that he has bought the "Valetta" stated of what party, and the day, and agreed to the price he was to pay for her. He at last added his privileges or conditions on which he consents to the above obligations. Viz- That he was to have time granted him for payment, or part of the price agreed to viz:- for two thirds of the price- This was the only privilege he reserved, the only

Conditions

Condition he made.- He cannot under this Contract after, claim any more. But they keeping this - he must faithfully keep his agreements above, & take Vessel and pay for her

Case & Co's papers or sale note or agreement agree & this fact. That they had sold the "Valetta". Stated & what party, and the day, and agreed & the price they were & receive for her; and as & the terms or time of payment, or settlement for her. To this they added their - privilege or condition, on which they granted the conc - -ession of time & the purchaser, for part of the price Viz:- for two thirds of the price, which is: That they are & have proper due bills for the time payments. thus so far corresponds with the above, or purchasers paper, and was as they agreed the day before. They Case & Co then added this special concession & the request of the purchaser that day made, and state their privileges regarding it or the contingent conditions on which they made it which are that they may finish or end the agreement and keep the money paid, and & be paid in two or three days (2000 Rio) as forfeited & them, should - Kino inchi Gimbe fail & make the cash payment in full the balance less the 2000 Rio, which were & be in their hands within 15 days - These are the only two privileges they reserved; the only two conditions they made. — 1st as & due bills; 2nd as & the contingency of forfeiting the 2000 Rio (& be in hands of Case & Co) & them and of their right & end or finish the agreement. They cannot under this agreement claim any more but he keeping these they must faithfully keep their agreement above, which were:- To deliver the Vessel by transfer of papers and flag, and previously on payment of the 2nd 1000 Rio

to send

ance of A Dec 29
se & Co's
le note

to send away part of the cargo, saving purchaser expense of keeping

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Narative resumed

This Concession having been made to Mr Kinosuchi by the owner Mr Gunther, and his agents Messrs Case & Co, by which his (verbale) purchase note of Aug. 21/67. The real Contract was temporarily, contingently modified by this Conditional Sale note or agreement of Aug 22/67 — When in a few days the 2nd 1000 Rix being due, by its provisions. Mr Kinosuchi Guibo came again to Messrs Case & Co, to ask another concession of them, He said he had not in hand the 2nd 1000 Rix, and found the same difficulty as before mentioned in raising it, He now asked of them, to let this 2nd 1000 Rix be paid with the part of the Cash payment payable within 15 days.

Vide 2.6
" 2.26
" 4
" 30

This was very objectionable to Mr Gunther, the owner. The 2000 Rix would pay him for waiting, and keeping the Vessel waiting in port and, possibly, cover the loss from less price, should he, then, have to sell the Vessel to any chance purchaser, when Vessels might not be so much in demand, and he still had the other man passed by in favor of Kinosuchi, who was still ready to take her, by the terms of the real Contract, Kinosuchi's "purchase note" & "memorandum" — Mr Gunther would not consent to his Kinosuchi's second request, He would sell her to the other man, if Kinosuchi did not keep this condition of the contingent agreement. To pay the 2nd 1000 Rix at once, this contingent agreement would fall back from where it started, and end in the real Contract expressed by his Kinosuchi's Purchase note, and, if he did not keep this, by paying the 1/3 part Cash down and giving

Vide 34.126
Vide 4 Vide 6

property

property stamped due bills for the two payments. to Mr Gunther. must accept the other man. If by chance he should lose anything by this. he could only Look to Kino uchi as liable for it.. from not keeping his contract of purchase of Aug 21st 67

"Mr Kino uchi Guibo was most anxious to secure the Vessel. He begged Mess Case & Co, to grant this request, He knew they could do so, only by paying Mr Gunther as he had agreed at first and as the other Man ready to do, - Mess Case & Co, were moved by the constant urgent entreaty, and the evidently great trouble of Kino uchi; He protested the good faith of himself and his Prince; He promised again to them, the business of his country, or the preference to them in it; trusting him, they at last yielded; that is:-

2.6.3.4.26/30

-do-

bore & specially 4 Dec 29 agreement

They gave up their right to finish their agreement or Kino uchi failing to keep its first provision, their successary right to fall back, then, on the real Contract as Mr Gunther had done - Kino uchi's Guibo. Purchase note of Aug 21st 67, They could not enforce the penalty, the forfeiture to them mentioned if they had rescinded the agreement, and thus have fallen back on the purchase note - Kino uchi had not paid the money, which was to be forfeited, How could they keep, what they had not, and Kino uchi could not pay them. Besides the time had not elapsed - the 15 days - and the condition precedent till then was unperformed his failure to pay the 3d part cash. This was the very trouble. The had only the 1000 Rios Bargain money, and not the 2000 Rios to be forfeited, and this forfeit was contingent only on the failure in payment of Balance 3rd part Cash, within 15 days. But this contingency had not happened; only two or three days had passed, bringing

bore & specially 4 Dec 29 agreement

2.6.30

4 Dec 29 agreement

bore & specially

-over-

the

cos 6. 30. 3 the 1000 Rios due. The "agreement" the sellers
3. 4. 26 gen[t] & all note of Aug 22/67. Case & Co, had not finished
it. The time had not come for them to do it, They
had not the means of doing it – the forfeit in hand. It was
finished by Kino uchi's necessity, not by his rights
re Docs By his not doing, and not by his doing. By his
not carrying it out, communicating with the very
first stipulations now

Case & Co, say they gave up the right (which
co 3 & 26 is a shorter way of stating above) of cancelling
the agreement and that Kino uchi must solemnly
Doc 30 promised his good faith and that of his Prince
above that under no circumstances, should there be
a failure in completing the Contract of purchase,
as well that as in carrying out the agreement, then en-
tering upon for the purpose, This should have been
so as Messrs Case & Co, were on the point of assuming great
responsibilities for Kino uchi Guibe, and his prima
Matsudaira Yechigen no Kami, resting on such
inviolable good faith acceding to his request
which they now did. The arrangement was this
Viz:- Case & Co to supply the money to pay the
1/3 part cash to Mr Gunther and to give him their
due bills for the other 2/3rds on time as per purchase
Docs 3, 4, & 26 note of Aug 21/67, which they did (paying at maturity
their due bills as they must) They having handed
Do Mr Gunther the cash and due bills, he passed his
title, to the Vessel to them, They thus nominally and
temporarily, necessarily, hold the Vessel, and as Security
2. 6 3. 4. 26, 30 pending the arrival of the money, Kino uchi was
expecting from the Country, to pay the 1/3 part cash
when he paying them the cash part, and giving
them properly stamped due bills, to pay at the times
specified

specified in his purchase note the (1/3) two thirds
him part, they were to give the purchaser, Matsudaira
Yechizen no Kami, the title of the Vessel, transferring
her papers and flag. They would thus have the Cash
they paid to Mr Gunther; and these due bills
promptly paid; - the money to pay their due bills to Mr
Gunther, It will be seen in this last arrangement
Case & Co, were acting, solely for the purposes, and at the
request of the purchaser, They virtually changed from
their previous position of agents of the seller, to be agents
of the purchaser at the request of the latter, and by tacit if not
formal consent of the former or as Brokers between them, from
this position incidentally, the legal title to the Vessel became
vested in them - They became temporarily nominal owners,
in pursuance of the purpose of the purchaser; and at his re-
-quest - they supplied money, and gave credit to Consum-
-mate the purchase of the Valetta for him, The Contract
3 note at foot Encl of purchase - Kinnochi's purchase note[x] - they held -
H near last part It is not disputed[xx] that Kinnochi Guibi with full
closure authority for the purpose, made a bona fide
23 Endorsement Contract of purchase of the "Valetta", some three days
28 near middle after the contract of purchase had been completed
Ps 2.6.3.4.26.30 as here related, He came to Case & Co, saying in-
-stead of the money from his country coming as ex-
-pected to enable him to carry out the Contract of purchase
Does last above (which he fully acknowledges) a letter had come in-
-structing him not then to purchase a Sailing Ves-
-sel, as it had not been determined whether to
purchase a Sailing Vessel or a Steamer, on this he re-
-quested Messrs Case & Co, to cancel the contract of Sale,
They reminded him of their position, and said they
could not, He begged and entreated of them to do so, said
else he would get into serious difficulty with his prince

He asked

2 mar end

He asked them, even to give him back half of the
1000 Rios. bargain money. He promised much business
last above again, and the purchase of the Vessel or Steamer
through them. when determined by his Country
which should be purchased,

They could only say. They could not grant
3.4.5.6 his request. and that he must wait the Time
The Vessel had been purchased

Mr Kino waited, till the 15 days (time of Cash
much Gibbs to Case 8/9 payment of 3rd price) had arrived. and wrote them, the
Doc 2 same things; But he now claimed for the first time.
2. mar end That as he had not made up the 3rd part cash in the
time specified, the Contract was to be considered broken
and the 1000 Rios Bargain money paid, forfeited, and
says:— "This would be so by your Contract

In his testimony at Nagasaki. He says. By the
6 Jap Testimony terms of the Contract, he could break it. the Cash not being
paid in 15 days, that is he not paying it.

It will be seen there is, no such provision in the Con-
1. A1. B1. 4 12. p B1. tract of Purchase,— His absolute purchase note,— or in the
1. 4. 5 Doc 29 provisional Sale note, or agreement of Case 8/9 of Aug 22/67
Price he says Contract" and once agreement (Case 8/9, enclos
letter to Case 8/9 Sept 6/67. Doc 2, — and Japanese testimony Nov 30
Doc 2 -67 - Doc 6) He probably, means the provisional Sale note
Doc 6 or agreement". He seems to take it for granted, That this
finished", or "broken" his absolute Purchase note is broken:—
that the entire contract is broken, and that broken means
cancelled, annulled, made void, He admits that his
act did it. That this act consisted in his refusing to
do, what he agreed to do, That there was a provision
for his so finishing the agreements and so breaking
the Contract, and thus perfecting by it. Hence that there was a
provision for his not doing what it was provided he should do

And

and therefore, that he ought not to do, what he might
to do, and hence. That it was provided that he might
profit by his wrong acts and compel an innocent party
to suffer for them. He seems to regard the forfeit
as a privilege to be claimed of the Seller, not as a
penalty to be enforced by them.

This is absurd and monstrous. But this is his only
answer to our claim. And hence he has no answer.

The supplementary, Contingent, Temporary, the Interim
arrangement: called "Agreement", made solely at the
request and for the purpose of the purchaser; made to accom-
plish the single purpose, of granting him a few (perhaps
one, limited to fifteen) days delay in the performance
of the first article of the real original, absolute simple
Containing Contract. — The purchase note, a day older
did not and could not annul this Contract. But on the
contrary, might itself be annulled, by failure in the
performance of its stipulations, and forfeit thereon of
its privileges; at the same time, carrying with it other
incidental, other stipulated forfeitures as penalties.
While the real Contract, The purchase note Continued
simple and binding on the purchaser as at first.

This Contract - Purchase note, was all the writing
required or intended, in the business arranged. Desired
as assurance to the Seller. There was another purchaser,
The Seller waiting between the two, would not have both
He selected - Bound one. The purchase note was the Evi-
dence of it, and of the terms. The purchaser wanted
no assurance, no security from or on the part of the
Seller. The matter was in his own hands, waited
on his own actions. He had to pay but the 1/3rd Cash
give his due bills for 2/3rds. Time part as stipulated.
and the business was done, the Vessel settled for, and his

The

The "agreement" assured ended by consummation, Shotty - The purchase note was the contract. The "agreement" (sale note) simply suspended the 1/3 part cash payment of the Contract for a few days (limited) for money from one Country. It marked this favor granted to and at request of Purchaser by Seller. The purchaser took risk he asked he demanded a penalty. The purchaser asserted 2000 Rios. were to have been in hands of Seller belonging to purchaser (to forfeiture this penalty). before the time should transpire for the contingency to happen on which the penalty depended viz:: - The failure of the of the purchaser to pay the 1/3 part Cash within the (limited) 15 days. This failure worked three Results - 1st The forfeiture of the 2000 Rios to Seller as penalty Stipulated and necessarily by lapse of time and purpose

2nd The finishing (ending) of the "agreement" - Sale note

3rd The restoration pure and simple of the Contract - the Purchase note - that is, having it untrammelled by the agreement (not finished) as it was before. It lived before it survives the agreement.

Kino uchi Ginko's defence against the claim hangs 1st on the mistaken notion. That the penalty of the "agreement" was the forfeiture of the 1000 Rios. Bargain money, paid as such and for such purpose only.

2nd That the "agreement" - sale note - gave him the right of "finishing" it (which he construes annulling &c)

3rd That the finishing of the "agreement" cancelled the Contract - his purchase note -

And hence as before involving, coming to producing these absurd, these monstrous propositions: -

1st: That by his own act, he could substitute a less for a greater penalty than against himself, and without the consent, and against the will of the beneficiary

5th and

5th And—

That when by his wrongful act (failure to keep his Stipulation in agreement) the sum in hands of Beneficiary capable of forfeiture, was the less in place of the greater sum, he could plead his own infraction of the agreement, as not only finishing the agreement - Sale note - (meaning thereby annulling) but as also finishing annulling - the Contract - his own purchase note - as against the seller and to whom given, - simply

- That he has a right to profit by his own wrong as against an innocent party, made them to suffer for his guilt, and in doing this that he may substitute a less for a greater penalty, against himself and enforce the less penalty against himself in opposition to the wishes and interests of the Beneficiary.

Or he must come to and admit this: —

6th Proposition (Viz:: - That the "agreement" - the Sale note - failing of its purpose, By his inability, or neglect to keep its first stipulation was in his interest, and at his request, superseded, by the new third arrangement detailed: - or substantially such an arrangement by which the owner Mr. G. Gunther was settled with necessitating the new relations assumed by Case # 6.

That finally. Kino Ichi Jutsu's plea defeats itself, forcing him to admit - He has no defence. —

That his pretended defence was a Subterfuge

That we are in accord. —

That our claim herein stated, is a valid one against his principal, Matsudaira Yechizen no Kami

But we submit we had proved our position

By

By the Intentions of the parties at time of making the Contract; as shown:—

1st: By the form of the Contract and the order in time of the Documents and their nature, That is – of the Purchase Note, the contract of Purchase, and the temporary Contingent – the interim "Agreement" thereon, the Sale Note.—

2nd: By the statements and admissions of the parties themselves then, and since, and of the other Parties cognizant of the facts, and By the fact —

3rd That such parties are in accord, but Kinouchi holds back from the details of the third & final arrangement only giving the reason for, and the fact accomplished by it Viz:: – That he could not pay the 2nd 1000 Yen when due, and that the 2nd 1000 Yen were not paid.

4th: By the impossibility of any other supposition from the relative positions of the parties and their Necessities, and that all the facts in the Case written or orally expressed, are in accordance with it; and Finally its adaptation to its supposed purposes

We have just shown:- That Kinouchi's assertion That he had a right, or the right, to break the contract, involved an absurdity a monstrosity, But even if it did not; That he was mistaken, in supposing his breaking or "finishing the agreement" broke or finished – annulled cancelled – the Contract – That so far from this – that in destroying the "Agreement," he simply destroyed that which he asked which was created for his own protection, from a clause of the original contract – and thus restored – the original "Contract" – his Purchase note pure and simple, – But this (the Contract) contained

Cancelling

Cancelling clause. He does not pretend it. Hence he had no power ("no right") of "finishing" - Cancelling - the Contract. Observe, this is by his own showing - That neither party could (had a right to) Cancel the Contract Either party could (wrongfully) Break it, simply by not keeping his stipulations under it - Kinosuchi did this? He broke the contract. He did not, could not cancel it

The seller granting the agreement, on conditions could, (had a right to) "finish, - cancel - it - the purchaser not keeping the conditions of it, and by its terms, - by efflux of time - it "finished" itself; it expired, it lapsed into "contract". So had the seller exercised his option of cancelling it (conditions broken) he would have only anticipated by a few days its natural death.

The purchaser could not (had no right to) finish Cancel it - He could (wrongfully) break the "agreement" suffering the necessarily following (loss of agreement) or the stipulated (loss of 2000 Rios) penalty, - or Both Hence, This cancelling clause, in the agreement was a Bug-Bear. It simply announced two facts: - One, - The date of the natural death of the instrument - its life purpose ended -

The other, That there was a condition of the Instrument performable concurrently by the purchaser to which there was a penalty of 2000 Rios attached, forfeiture of which, would be enforced he failing performance - This Clause was a necessary part of the agreement - Here only the limit of the time for the Cash payment (1/3rd) was announced - Here only the forfeit for its failure was announced - The seeming inference, That the ending of agreement, depended upon the failure of the Cash payment, was an error of the moment, or in appearance only,

For it

For it is clear, as shown above, That the agreement then, ended from lapse of Time and purpose

The only dependency was the forfeit mentioned

The idea should seem properly, clearly and truly expressed thus:—

"The Cash payment to be made in fifteen days— (at which time) this agreement (is) finished, or ended Otherwise the Cash payment forfeited.

Or as the clause is elliptical, in the light of the facts herein brought out say thus:—

The Cash payment (is) to be made in fifteen days the utmost limit of time asked by you, and granted by us; when the agreement is finished or will end, Otherwise, the money which is paid will be forfeited.—

Substantially a warning:—

We will give you fifteen days: no more: We will not extend it, we will keep the 2000 Kin as forfeited. We will then enforce your Contract of Purchase:—

Hence, granting Kiuchi's claimed right of cancelling the agreement, did it not involve an other "absurdity" another monstrosity.—The right to kill his own child his own friend - when dead- The right so desperately maintained is proved an airy nothing.— Phantom—

But in case of need we have another plea— That of the Agency under the last final ~~arrangement~~ Case &c (page 10 hereinbefore)

We now claim,— That Soundara Vechuzen to Kaniz became indebted to Case & Co, while acting as his Agent, at his request through Kiuchi Gaiko in the transaction of his business so intrusted to them. We refer as above and need not repeat here

Ju

In addition to our claim as hereinbefore stated their new character and services would involve customary commissions—

2 Further being owner and Seller to Matsudaira Yechizen no Kami; Case & Co.ds Agents of the Latter paying the former for which they now claim repayment including expenses incurred in the transaction and interest, and we thus claim as their assignees—

Above we believe we have clearly established our Claim, as herein(page) Against Matsudaira Yechizen no Kami. We rest on this.

By the change in the internal government of Japan, sometime since accomplished, by which the Local Governments of the Daimios have been suppressed, and their Governments merged in the Consolidated Japanese Imperial Government of Japan, and the obligations of such local Governments necessarily assumed by the same, the Claim changes form against the said Japanese Imperial Government, and to which it is understood, it has fully assented and committed itself regarding such Claims in accordance with the principals of International Law of the West.

Could there be any doubt of the validity of our Claim thus we have we believe, another unimpregnable foundation for it, against the Imperial Government on which it may stand, alone or better supported by the former. Viz:— A Claim on it resulting from the unlawful acts of the former Imperial Governor, or government of, or for the Territory embracing Nagasaki, when the claim arose and touching the same. The facts are fully shown in accompanying documents, in the case Nos 1 & 31 to which we refer for proof, and which is briefly thus Viz:—

Kuroshio

Kino Uchi Gaibe, neglecting and refusing to carry on and complete his agreement for the purchase of the Am. Barque "Coletta", by taking delivery of & and settling for her, Wm Case & Co, constantly applying to & and communicating with him for the purpose, till he refused longer to see or communicate with them, - applied to the Custom Authorities at Nagasaki, as accustomed, for the purpose of getting them, to induce him to complete such agreement they continuing to promise to do what they could in the premises, but failing for some months to do anything they thereupon applied to the said Governor or Government through Mr Vice Consul D.B. Moore then acting Consul for the United States for the port of Nagasaki, fully setting forth their claim, and stating the reason and object of such application. The acting Consul immediately responding to their application, forwarded the substance of their letter to the said Government

Documentary Narrative

Dec 3 Sept 19/67

Case & Co to Moore

Dec 4 Sept 21/67

Moore to Gov. of Nagasaki

Mr Moore after minutely stating the case closed by asking the Governors earliest attention to the matter and information to him of the result

A month having elapsed and no reply Wm Case & Co, addressed the V. Consul, complaining of such long silence, and the obstinate refusal of Yechizen perfidiously to act, and asked him to notify the Governor Kanagawa, That insurance on Vessel expired on 1st of Nov. then next; could not take risk of keeping Vessel uninsured, hence would sell for account of purchaser: by Public Auction on that day, and any loss on such sale, and expense of keeping, would be claimed of Matsudaira Yechizen or Kanagawa. This Sale was postponed: a similar notice was given through Mr Moore Dec 2d, of Sale Dec 10/67

Dec 5 Oct 21/67

Case to Moore

Mr Moore replying to Case & Co, says, Had seen the Governor within a few days on subject, and he had promised it

Dec 7 Dec 3/67

Moore to Case & Co,

it his immediate attention, and would forward his decision, at the earliest moment. to Mr Moore. till when he could not take notice of such intended sale.

c 8. Dec 10/67 — But Case & Co, notify by letter Kinnuchi Gombe of
e Case & Co to Kinnuchi — such proposed sale (Dec 13/67) He returns the letter unopened. This letter gave the grounds fully. for Sale

c 9. Dec 11/67 — Again they give through Mr Moore Notice of such proposed sale. forwarding the letter to Mr Kinnuchi, returned unopened to Mr Moore.

c 10 Dec 12/67 — Mr Moore replies to Messrs Case & Co. - Refers to his letter
re to Case & Co — above of Dec. 3/67. as to Governors promise, Had also to refer to conversation with Mr Robinet: would, having an interview with the Governor in a few days. take opportunity to speak to him again on the subject

c 11. Dec 13/67 — Had held the interview; mentioned intended Sale
ore to Case & Co — that day at 2 P.M. Governor said an officer would call in a few days. to arrange about taking delivery of "Valetta" and terms of payment; and asked sale might not take place. believing matters could be arranged Satisfactorily to them

c 12 Dec 16/67 — Informs Governor of interview with Case & Co as per their
to Govt of Nagi — "Conversation" of 13th inst. That they presume Governor is now informed. No persons had called to settle "Valetta" matter. Though they had stopped sale, and waited the promised person to call to settle the affair

c 13 Jany 9/68 — Case & Co, remind Mr Moore having waited over three
e & Co, to Moore — months for some reasonable arrangement of "Valetta" Matter, had given notice to him, Mr Kinnuchi, and customs of intended sale, Dec 13/67. by Public Auction to Establish Claim, and that expense of keeping which was great, rendered this necessary; That Sale was postponed at request of Governor, he stating an officer would call in a few days. to settle affair. he hoped satisfactorily; That four times Yosachi & Yechizen had called accompanied only by

only by police officers & low standing: meantime on comparatively trivial matters of other Europeans, high officers were employed. Yodochi had made preposterous offers for settlement of matter, at same time keeping back intending purchasers. That they had made a reasonable offer to the Yodachi. which he rejected. That they could prove, had they been permitted to sell Valetta as thus proposed, she would have brought our Contract price to Yochizen, and that through the acts of the Yodachi none of the intending purchasers will take her. They say If before the 13th inst, nothing is done in settlement of the Valetta, matter, we shall be compelled to throw the Vessel on your hands, and let you settle or give notice that the Vessel is abandoned by us.

No written communication yet from the Governor or reply to letter of V. Consul Moore of Sept 20/67 placing "Valetta" matter before him, or to his later letter Dec 6/67 But this letter appears to have aroused him, and he the Governor, addressed Mr Moore on matter,

Dec 14 Jany 10/68 & Mag: to Mr Moore

Has enquired into matter laid before him by Mr Moore viz:- Kinouchi's breaking Contract of purchase of "Valetta". She was purchased on opinion of Kinouchi only:- Subsequent orders from his Country preventing Completing Contract, Had explained to Case & Co, They refused explanation. matter then referred to Yochizo, Business man of Brice. He seeing inconvenience of Case & Co, many times without avail, had tried to arrange matter with them, by purchasing on his own account, the Governor regrets this, Thinks must judge by Contract delivered Kinouchi by Case & Co, In Contract clearly states 1000 Rios had been received, and this should be forfeited,- Contract being broken. Hence- Case & Co will keep the 1000 Rios and regard matter ended. Asks V. Consul to so

inform

inform them of his decision

It has taken Governor nearly four months to reply, yet according to his statement, the matter is perfectly clear and simple, and as judgment intimates, The absurdity of grounds of governors decision herein before demonstrated and needs no repetition here but this absurdity equalled by length of time taken for decision.

re 15 Mar 5/68 to V Consul & Co

Has their letter asking V Consul to notify Kuo-ochi and the Governor; That the letter will be sold by Public auction on the 10th inst at 2 P.M. The V Consul will neither authorize nor interdict sale, Had as proposed seen the Governor again regarding his decision. The Governor; at length, agreed to reconsider his decision, but before anything was done by him a change in the Government took place,

re 19 Mar 25/68 to Gov of Nag

re 17 Mar 10/68 to Co & more

Valetta sold for 11.000 $ Mexican, would demand difference between this and Contract price, as also expence of keeping, less the 1000 Rios Bargain money paid of Yechigens people; was offered 16000 Dollars a day previously set for sale, which had to be refused, Sale being stopped by request of Governor; can prove offer

re 18 Mar 20/68 to Co & more

Notifies dividing Claim, one upon Yechigen, The other upon government of Nagasaki, by whose action unnecessary loss had been incurred. Hopes justice of prompt payment of last claim will be admitted, Till claim be paid, the ruling rates of interest in Nagasaki will be charged:: Viz:: - 2% per month

re 19 Mar 25/68 to Gov of Nag

Lays before him above claim, say for 7190 Mexican Dollars. Recounts the nature of the claim, advises the rate of interest as two (2%) per centum per month, till paid, as above, Mr Moore stated two points of great importance distinctly, as far as his own knowledge, Viz:: - 1st That the Governor had decided that the Yechigen

people

people should settle with Case & Co, and take the "Valetta" and that he would take measures to have them done

2nd That the Governor had prevented Case & Co from accepting the offer of 16000 Mex Dollars for the Valetta by positively refusing to permit them to do so — Which is as stated by Case & Co, and as is at once apparent, was the direct cause of the greater part of the loss sustained

Mr Moore further says:- Heat time advised the Governor of liabelity of the Government for loss sustained should he after neglect or refuse to carry out his decision as above.

c21 Apr 26/68 r: Nagasaki Mr Moore

The latter very decidedly, and most uncivilly dismisses the claim as above brought to his attention The absurdity of this decision only equalled by that of the former (old) governor above.- Shortly this- That present Government (our) had no knowledge of acts of former (old). No Memorandum of Business pending having been left by latter for former.- Their matter, their misfortune simply.- That Mr Moore had failed to fully inform new government, and, That he had made matter wilful, and had sold Vessel on his own authority. Both Statements without foundation, and himself, had he desired so could

c18 March 18/68 Moore to Case & Co Moore to Gov of Nag 19- Mar 28/68 stating case

Calls attention to claim, again upon the Government, for the 7190 Mex Dollars, Refers to above letter of Mr Moore, for full information, and to governments above reply, which he declines to accept. Request payment. Says, The loss sustained and Claimed by Messrs Case & Co, was caused by the action of the chief officer of former government, and he driven away, and his Government, overthrown, the liabilities of the same must necessarily be assumed

c22 June 24/68 Japan U.S.C: to Gov of Nagasaki

be assumed by present Government

Case No, despairing of doing anything with the Nagasaki Government, through the Consulate, ask for return of certain documents in case, and request Mr Maugum to forward claim to U.S. Minister, Van Valkenburg. Yokohama, hoping better success and more justice at hands of Yedo Government.

Doc 25 Aug 29/68 Mr Maugum accordingly sends up case, —

Maugum sends Claim to Yedo Remarks — "I consider the claim founded in Justice Has exhausted all legitimate means at his Command without avail. Refering to his letter of 24th of June as over. Since had had three interviews with authorities, on subject arguing case, but they stubbornly persist in their first determination, and considering further efforts of no avail sends up the Claim U.S.M.C.

Doc 29 aug 25/70 Answering application for payment of "Valetta"

do. F.O. Minister Claim as above

H.C. The reply simply recites the replies of Nagasaki

S. Minister, Dr Long governor & government of Jany 10/68 & April 30/68. — and the former, narating his efforts at settlement of matter, and regretting failure, simply repeats Kuroachi Genbei's absurd explanation, and finial assertion, The latter in a curt way states as facts, certain assumptions, when he might have been informed of

Doc 19 - Mar 28/68 the real fact — (Doc 19 March 28/68) Show the Government of Nagasaki: specially last part, Enough Supply proof. — Because the former Governor left no Memorandum of the case, he seems to infer there are no facts or that he are accountable for; or at least must suffer still more for his wrongful acts,

This then is all the reply the whole body of Debtors — Defendants, have: — but they except the first — unfortunately — Judges in the case.

First

First. To the claim under the contract hereinbefore
Examined

Second: To the claim resulting from the Laches of
the Governor or Government of Nagasaki.

In the face of the narrative hereinbefore supported
by the Documents, referred to, and known to them
how shall we Characterize these replies? -

The whole will at once be seen to be simply
assertions, without proof; and opposed to reason
not to say equity. Notwithstanding the abundant
proofs to the Contrary, accessible, offered, & known to them,

But what else could they do, wanting reasons,
than to simply assertions, wanting arguments, than
to repeat them?

But granting what they assert, then their defence
is simply side issues, and petty technicalities mere
gribbling - They dont once touch the real merits
of the Case much less the equity of it -

Even then with several half apologies, half
reproaches, there are but two points Viz:-

First - Kino uchi Guibe's prevarication

Second - Wilful sale of "Valetta" at last

To the first we have already attended

To the second, we now attend,

The charge by the Governor of Nagasaki in
his letter (Doc 21 April 2/68) in reply to Vice Consul Howe's
letter to him (Doc 19 March 25/68) handing in Claim against
the Government, in which he very plainly sets forth
the short comings of the Government - was more in the
spirit of - You are an other - than for any Grounds
real or apparent. What would the Governor ask
of him that the Vice Consul had not done, Con. No,
thought he ought to have been "Wilful when he
had

had been patient, treating with the Government.

The Vessel had been well nigh sacrificed, while he waited on the dilatory government of Nagasaki. Four months had been wasted since he first applied to the Governor: Case & Co had written the Consul, and visited the Consul, and constantly reported, he in turn had written the Governor, had interviewed the Governor, at every chance occasion, urged on by the importunities of Case & Co, he had, in the interval, reminded him of the matter, and of his promises, of the ruin of delay: The Governor easy and unconcerned, apparently, still promised as at first prompt attention, prompt advice.

Case & Co, long since despairing of ever hearing from the dilatory Governor, had three times given written notice, through the Vice Consul, to Kuonaria and the Governor, of their intention of selling the Vessel by Public Auction, They proposed getting what they could out of the Vessel, to satisfy his tardy justice daily bringing their interest to ruin. Just on the point of realizing this remedy, no sooner did he get notice of such intentions, than he came forward with the eternal - Wait Wait, Dont sell dont sell, I am just on the point of arranging the matter or deciding the Case, and of giving you result. Thus they were constantly prevented realizing their own remedy; Thus notified Sales of Nov 1st & Nov 10th and Dec 13 were stopped But - Case & Co, insisting last time on Something real, got through the Vice Consul, from the Governor at last notice of some action Viz:- That an officer would call immediately & arrange the matter, No officer coming, they moving, and Mr Moore as usual thereon, the officer finally came making

Offers

offer impossible to accept, and evidently never intended for acceptance, and keeping away, and preventing others from offering: trying as is admitted to buy her on his own account, and, without means or credit. Finally Case & Co got a Bonafide offer of $16.000 Dollars for the Vessel, from one of the other parties. They report to the Vice Consul, and he promptly to the Governor, asking him to permit them to accept the same but he positively refuses. The Vice Consul warns him of Consequences- liability of Nagasaki Government for subsequent losses. The Governor says he had decided that the Yedozen people should take the "Valetta" and settle for her and he would take means to have them do so. So at last the long expected decision has come.

Patience is about to receive its reward; Case & Co hopefully wait, Hope languishes- vanishes-, Despair succeeds another month gone, Headed off from sale by auction, Governor moves not to execute decision- Expense running up. Vessels declining; no one offering more to purchase; so many offers to no purpose from time to time that Governor or his men prevented accepting. What shall be done; They write the Vice Consul. They recount their wrongs, too well known to him already. They will throw her on his hands: He may settle or give notice to the Governor of abandonment. Governor again excited to action. He moves, He writes Consul,- Has made a new decision, Takes back the first adopts Kinoshi's- They will keep the 1000 Ios paid, keep the Vessel- and keep their losses, he hopes doubtless,- suffered by his inexplicable Conduct Case & Co can't understand it. Vice Consul

Can't

Cant understand it: He goes to Governor. He reminds him of former decision of his liability thereunder. The Governor hesitates, promises reconsideration; but nothing is done: with the overthrow of the Government he leaves Others succeed. Nothing is done. He- the Consul can do nothing for them. They at last free from the incubus, of the Governor, by his decision, are left with, what to them, is the same as a wreck; for a Vessel out of order- No one wanting, no business for her- This the work of the Governor. They can do nothing else with the Vessel. They give Public notice of her sale on the 10th of March, by Public Auction. More from Custom, than from reason, they give special notice to the Government of Nagasaki and Kino uchi Guibe, through Vice Consul more, as before of such proposed sale. No reply, of course, comes She is sold for 11.000 Dollars, as notified: Who is liable for the loss suffered? When- Where- How is the Vice Consul chargeable with being "Wilfull" in the Matter- of making loss Wilfully?

The difference between 16000$ & 11000$ is not the measure of the loss by any means, nor the expense added of Keeping &c., left as they were by Kino uchi Guibe, Case &c, might possibly have found a customer, at near the same price, as sold to him. There was another purchaser, long waiting for same terms. They were from time to time buyers of Vessels, and the Vessel was in a condition to sell.

The measure of the loss is some 22.000$ less 11000$ plus expense of Keeping

This loss we claim was immediately

Solely due

solely due to the inexplicable conduct of the Governor of Nagasaki, as detailed herein solely due to his willful, wanton wrong

We have simply recited the facts They speak for themselves.

Our claims as hereinbefore stated now on the Japanese Imperial Government, we finally rest on these facts,

Mr. Vice Consul Moore, conversant with the facts of the case from the first, having to do with it from the first warned the Governor of the liability he was assuming. The Governor heeded not. He after notified his successor of the liability so assumed by the Government of Nagasaki, Mr Consul Haugun returning to his post carefully and calmly reviewing the case says:- "I consider the claim founded in Justice forwarding the same to the Minister

H Hogg

Copy No 28. Enclosure 3.

Yokohama Japan July 31st 1870

Sir

With this I have and you as requested, formal Statement, or account of my claim against the Japanese Government, consisting of Five Sheets Viz:-

1- Original demand against Prince Tachigen with Interest to date say amounting to $ 10609.59

2. Original demand against the Government Nagasaki with Interest to date, say amounting to $ 8.966.45

Making the above making my complete demand against the Japanese Government. Say: $ 19.576.04 Nineteen Thousand five hundred and seventy six 4/100 Mexican Dollars. Due July 31st 1870.

"B" is the same account made up in one sheet, making $ 19.382.81, Say Nineteen Thousand three hundred and eighty two 81/100 Mexican Dollars

The discrepancy between this, and the last above arises from the Interest as effected by the divided computation of 1 & 2

"C" is the last account "B" made up excluding Expenses of keeping Barque and Insurance other. Say from date of Sale Sept 30 1869 to date of Sale, Viz. 10th 1868 and including Interest, only at one per centum per month to July 31st 1870, amounting to $ 14.805.12 say Fourteen Thousand Eight hundred and five 12/100 Mexican Dollars. This last account "C" was made up at my suggestion, as answering a technical legal objection given against account "B"

It being assumed that the Japanese General Government is responsible for the acts of Feudal, of their agents the Governor of Nagasaki, and from recent changes in the General Government having observed the former and the revenues of the Princes by necessary consequence it assumes, and became responsible for their outstanding

llegations. This being correct accounts Nos 1 & 2 & 4 are
lessed over in favor of Jorn B. or as you suggest as above
orn C - Omitting charge of keeping Vessel, and Insurance
ing Sale & resale
ke our claim is not before, and cannot come before
Law Court (and which we regard as our misfortune) but
, and must be a subject of Diplomatic representation
nply, the technical rules of a Law Court, and the
gal requirements properly pleaded there, and regarded,
re not, we submit, applicable here, but on the contrary
e rules and pleadings of equity, such rules as guide
norable well informed business men, arbetrating in
friendly way a disputed claim. seeking to render
bstantial justice
Case of Co Caring for the Vessel, by Keepers and In-
rance, during the interval between Sale and resale
id what, probably, every prudent man would have
ne, and consequently, what the above suppose-
Arbitrators would have required of them, & free them
m the charge of wilful neglect and its penalty the
ss sustained thereby*. Every day, pending of Sale,
y were expecting would be the last, they would be
mpulsory keepers of the Vessel. They moved at once
nd continued to move, & coupled the purchaser to
ke delivery of her. Or failing this & sell her on their
ccount. By the inaction of the Governor in the one Case
nd action interference in the other their efforts were
idered abortive. By no fault of theirs did the Vessel
main so long idle and under expense. The expenses
re actually incurred, and were necessary expenses
the proper protection of the property, any deduction
refore, from account "B" will be an actual loss
rs and to them. We have finally to submit,

* End of original 2nd page

If the claim be good in any degree, it is to the degree shown
the account. But if it would facilitate settlement, prompt
Our interest would consist in making any deduction
possible in the Case. for us. The mean between accounts
"C" would cover all that could be asked, and certainly
latter, say $5.000 ought not to be diminished. However
is for us to present the full accounts as per "B" and
the Government to make propositions for Compromise

We append Documents "1 a 11" being letter and
memorandums from Mess Walsh & Co Nagasaki,
and Kobe, showing cost to them, of "Valetta" laid up,
a month, they, then being the owners, and memorandum
showing time & flight of the Tycoon Governor of
Nagasaki say the night of the 7th of February 1865
requested. You have all the Documents connected
with the claim,

May we ask in conclusion, your earliest and best
efforts to bring this claim to a speedy and satisfactory
settlement

The Writer will be in Japan for the next month
and any further information possible, will be
given by him, or by the agents of the Claimants
Mess Alliman & Co here,

We have the honor to be
Sirs
Your obedient Servants
(Sgd) H. Fogg & Co

To H.
C. E. De Long
U.S. Minister Resident
in Japan
Yokohama

Copy

No 1

The Prince of Yechizen

To H. Fogg & Co, (assigns of Messrs Case & Co formerly of Japan)

Oct 30 1867	To Barque Valetta sold him through his agent Kinouchi Gaibo by Case & Co at Nagasaki, for	$ 22.700.00	
31st/67	Interest and Insurance from Sept 30th/67 to Dec 30/67 date of offer $ 16.000 $, as below, per No 2 Pay Insurance 1½ % & Interest 1% per mo, for 3 Mos. 22.700 @ 6½ %	1.532.25	
		24.232.25	
	Bargain money paid 1000 Rio $ 1.333.33		
	Less expense keeping Vessel 3 Mos: as above $ 400 per mo =	1.200.00	133.33
			24.098.92
	— Cr —		
31st/67	By price offered as re-sale refused by Governor of Nagasaki, at date		16.000.00
			8.098.92
31st/70	Add Interest on $ 8098.92 from the last & present date, Pay 31 Mos @ 1% per mo - making		2.510.67
31st/70	Balance due by Prince of Yechizen (at date)		$ 10.609.59

— E. & O. E —

Yokohama Japan

July 31st 1870

(Sgd) H. Fogg & Co

per J. F. Brumbly

Mang Partner

Copy

No 2

The Governor of Nagasaki

To H. Fogg & Co, (assigns of Munro Case & Co)
(formerly of Japan)

31st/67	For Sum offered for Valetta as re-sale and refused by the Governor, say		$ 16.000.00
10/68	" Interest, Insurance on, and expense of keeping Vessel from Dec 31st/67 to March 10/68. date of her actual sale as below; say —		
	Interest on 16.000 $ 2⅔ mos @ 1% per mo	373.33	
	Insurance on 22.700 . . @ 1¼% . .	662.08	
	Expense keeping . . @ 400 " "	933.33	1.968.74
			17.968.74
	— Cr —		
10/68	By Sum received on sale of Barque, say		11.000.00
			6.968.74
31/70	Add Interest from Mar 10/68 to date, say 28⅔ mos @ 1% per mo: on $ 6.968 ⁷⁴		1.997.71
31st/70	Balance due by Governor of Nagasaki, as data		$ 8.966.45

— E & O.E —

Yokohama Japan
July 31st 1870
(Sd) H. Fogg & Co
per J. F. Trombly
Manager Partner

Copy

ä

The Japanese Government

To H. Fogg & Co. (assigns of Russell & Co.)
(formerly of Japan)

July 31/70	For Balance of acct No 1 (attached)	$	10.609.59
	do do 2 (do)		8.966.45
			19.576.04
July 31/70	Balance due by Japanese Government at date,	$	19.576.04

— E & O.E —

Yokohama. Japan
July 31st 1870
(Sd) H. Fogg & Co.
per J. H. Trombly
Manig Partner

Copy

"B"

The Prince of Yedo Japanese Government
To H. Fogg & Co. (assigns of Russell & Co)
(formerly of Japan)

20/67	For Barque Valetta, sold him this day his agent Kinoshi Gaibi for	$22.700.00	
	Less paid on Contract 1000 Rios	1333.00	$21.367.00
11/68	Interest, Insurance on, and expenses of Keeping Vessel from Sept 30 '67 to date		
	Interest on 21367.00 S/6 mos @ 1% per mo	1.139.57	
	Insurance on Do " " @ 1½%	1.424.46	
		2.133.33	$4.697.36
			$26.064.36
	Cr		
1/68.	By amount received from sale of Barque for acct of Purchaser - say		11.000.00
			$15.064.36
31/70	Add Interest from last & date of opposite, 28⅔ Mos: @ 1% per mo:		4.318.45
31/70	Balance due from Japanese Government, as date -		$19.382.81

E & O.E

Yokohama, Japan
July 31st 1870
(Sd) H. Fogg & Co
per W.F. Trombly
Their Partner

Copy C.

The Prince of Yechigen - or Japanese Government

To H. Fogg & Co, (assigns of Thomas Cook & Co formally of Japan)

30/64	For Barque Valetta sold him this day Inc. his agent Kino orchi Guide for		$ 22.700.00
10/68	Less paid on Contract 1000 Pcs		1333.00
			$ 21.367.00
" "	Interest on same from Sept 30/64 to Sch 10/68 - 8 3/4 mos @ 1% per mo		1.139.57
			$ 22.506.57
	— Cr —		
10/68	By sum received from Re-sale of Barque for a/c of purchaser		11.000.00
			$ 11.506.57
31/70	Add Interest from last a/c date of deposit 28 2/3 mos @ 1% per mo		3.298.55
" "	Balance due from Japanese Government. at date		$ 14.805.12

E & O E

Yokohama Japan
July 31st 1870
(Sd) H. Fogg & Co
per J. C. Troubles
Manager Partner

Copy

1

Nagasaki 14th July 1870

J. F. Trouble Esq.
Present

Dear Sir

In reply to your enquiry as to what we consider a just estimate of the expenses of a Vessel such as the Barque "Valetta" which lying in port, with only a partial crew on board, we would say, that judging from our experience in keeping that Vessel at Kobe, during several months, under a captain, and such crew as was requisite to maintain her spars, Sails, Rigging, Hull, Etc, in good order, it should cost from $100 @ $150 per annum

We are dear Sir

Your obedient Servants
(Sd) Walsh & Co,

Say expenses per mo of "Valetta" laid up temporarily in Port $100

11 Copy

"Valetta"

Captains Wages	—	$ 125 —	
1 Officer do	—	35 —	
1 Steward do	—	20 —	
3 Men @ 15 $	—	45 —	= $ 225 —
Cabin allowance	—	$ 65	
Mens allowance	—	" 40	= 105
Sundry expenses			75
			$ 405 —

Hogo July 1st/70
N & Co.

Expenses of "Valetta" temporarily laid up.
in Port. per Mr Gay of Walsh & Co Kobe from Books
Say- 400 $

— over —

Copy 111

Actual Expenses of "Valetta"

Wages

Captain — $125
1st Officer — 50
2nd do — 35
Cook & Steward $20 each — 40
8 Seamen @ $18 — 144 — $394

Provisions

Captain Messallowance
Say — 50 $
2 Mo officers Ea 45 = 90
Ten men " 20 — 200 — $340

Sampan hire 1 Mo — 15
Sundry expenses for Ship — 50 — $799.00

Kobe 17 July 1870

Expenses per month of Barque "Valetta" running, as per Mr Gay's own Books of Mess Walsh Hall & Co, Kobe Japan

over

Copy IX

Memorandum

Showing date of change of Government of Nagasaki by Revolution in Japan

"Reco" in letter dated Nagasaki, Feby 8th 1868 writing Mess Allmand & Co, or Jno Allmand Yokohama per Stur Courier

Says, "Great excitement! At Ozaca, Tycoon Troops run away. – And at Nagasaki, Governor driven away last night by Tosa Men – being Feby 7th 1868

The above being given me, this day by Jno Allmand Esq. Yokohama, July 29th 1870

L. A. Trombly.

Mess Walsh & Co also mention. That the Old Governor went on board "Courier" and left Nagasaki in her.

Hence, the date Feby 7th 1868 of flight of the Governor of Nagasaki may be confirmed & acquired, by Mess Allmand & Co, and Mess Walsh Hall & Co, and probably by Legation Document

J. F.

Legation of the United States for Japan

Yokohama, January 25th 1873

The attached Documents, ten (10) in number, are correct copies of the originals, in this Legation Archives

(Sgd) C. E. De Long
U. S. Minister

(L. S.)

1028 Enclosure 4

Copy.

Yokohama February 6th 1873.

Sir;

Herewith, I hand you Statement of "Valetta" claim against the Japanese Imperial Government being claim of A. Fogg Esq. of Shanghai China as Assignee of Messrs Bartlett formerly of Nagasaki Japan together with Account Current thereof, computed at twelve per centum per annum Interest (Jo 12.) to January 25th 1873. making amount due at that date Twenty two thousand Five hundred and Sixty two 60/100 ($22.562.60) Mexican Dollars.

The documents on which the above claim is founded, are in your Legation Archives complete, say numbers 1 a 20.

H.E.

and

Chas E. DeLong

U.S. Minister Plenipotentiary &c &c &c to Japan

Yokohama

and Instrument of Assignment, and two packages of Collateral Documents. viz: "A" Nos 1 a 10 Ten documents and "B" Ten documents.

The Collateral Documents are of comparatively little importance and are only incidental As you are aware, the above claim has been pending since August 1867. Also, that the Statement is a recent presentation of the same to the Foreign Office of the Japanese Imperial Government at Yedo, and that a final answer thereon is now daily looked for from such office.

The writer long waiting, had hoped to receive such answer here. but unable longer to remain he has immediately to return to Shanghai. He leaves the matter in your hands, commending it to your best attention.

After a most careful investigation, he

believes with Mr Consul Mangum the claim to be just and that it should be immediately paid in full. For the grounds of his belief, he invites attention to the above Statement and documents therein referred to.

But mindful of the difficulties and delays after collecting even such a claim, and the difference of views of parties from their different relations to it, and that a part promptly paid, is better than the whole after long delay—

Should the reply of the Dapanese Government be adverse to the Claim as a whole,—could the Government then be induced to pay three fourths? or, if no better could possibly be done,—the half the above account, A such a Settlement would be acceptable to end the matter now.

Finding it impossible even thus to arrange the matter, the award of a competent Arbitrator will be accepted by the Claimants. or of

of a Board of Arbitrators, as the Government may prefer.

Finally failing in coming to an immediate settlement of the claims, in any of the above ways, it only remains to forward the same to the State Department at Washington.

Accordingly, the writer would thank you to do so, together with such documents as may be necessary, and such remarks as you may deem expedient, to place the claims fully and clearly before the Department. The claimants would be much obliged for advices from time to time, of the progress of the matter.

I have the honor to be, Sir,

Your obedient servant

(Sd) John Fogg Thornbly

for self and

A. Fogg &c

Mr Burlingame

Ack 19 Feb

No 29

U. S. Legation, Japan.
Yokohama, 17 Dec. 1873.

Mr Bingham
to the
Hon. Secretary of State.

Subject.

Encloses lists of the prices current of Tea at the ports of Yokohama, Hiogo and Osaka for the months of September, October and November.

Enclosures.

1. List of prices current of Tea at Yokohama.
2. Same for Hiogo and Osaka.

No 29.

U. S. Legation, Japan,
Yokohama, 17 Dec. 1873.

Sir:

I have the honor to
1/29 2/29 transmit herewith lists of
the prices current of Tea at
this port, and at Hiogo and
Osaka, for the months of
September, October and November,
1873.

I am, Sir,
Your Obedient Servant,
Jno. A. Bingham

The Honorable,
The Secretary of State.

No 29. Enclosure 1.

Average prices of Teas at Yokohama, Japan, for the months of September, October and November, 1873.

September.

Grade	Price
Common.	$20 to $22
Good Common	23 " 26
Medium.	27 " 29
Good Medium.	30 " 34
Fine.	35 " 38
Finest.	40 " 44
Choice.	45 upwards.

October.

October.

Grade	Price.
Common	$20 to $22
Good Common	23 " 26
Medium	28 " 30
Good Medium	31 " 34
Fine	36 " 39
Finest	41 " 45
Choice	48 upwards

November.

Grade.	Price.
Common	$21 to $23
Good Common	24 " 27
Medium	29 " 32
Good Medium	33 " 36
Fine	38 " 41
Finest	43 " 47
Choice	$50 upwards.

Prices

Prices are in Mexican
Dollars, and per cent.

No 29 Enclosure 2.

Average prices of Teas at Hiogo and Osaka, Japan, for the months of September, October and November, 1873.

September.

Grade	Price
Common	— $19
Good Common	$21 to $24
Medium	26 " 28
Good Medium	30 " 34
Fine	36 " 40
Finest	42 " 46
Choice	48 " 52
Choicest	54 " 60

October

October.

Grade	Price
Common	—— @ $20
Good Common	$22 to $25
Medium	$26 " $29
Good Medium	30 " 34
Fine	35 " 40
Finest	42 " 46
Choice to Choicest	48 " 58

November

Grade	Price
Common	Nominal
Good Common	$23 to $25
Medium	27 " 30
Good Medium	32 " 35
Fine	37 " 42
Finest	44 " 47
Choice	49 " 52

Choicest

Choicest ... $55

Prices are in Mexican
Dollars, and per piece.

Mr Berdan Copied

No 30. Acknowledged Jany 26
Ack'd 19 Feb

U. S. Legation Japan.

Yokohama, 18 Dec. 1873.

DEPARTMENT OF STATE
RECEIVED
JAN
26
1874

Mr Bingham
to the
Hon. Secretary of State.

Subject.

The provision for the deposit of $200 with Consuls by persons traveling or trading in the interior of Japan, as mentioned in Instruction No 14. 7th November, 1873.

copied

No 30.
R

U. S. Legation Japan.
Yokohama 18 Dec. 1873.

Sir:

Referring to your In=
struction No 14. 7th November,
1873. I beg leave, in reply
thereto, to call your =
attention to my despatch
No 19, 18th November, 1873, and
especially to Enclosure No 2
therewith, in which, among
other things, I said to the
Minister for Foreign Affairs,
that I had "carefully =
"obtained

FOREIGN Relations '74

The Honorable,
The Secretary of State.

"abstained from declaring
"for or against the regu=
"lations hitherto presented by
"the Foreign Representatives" &c.
The regulations referred to
are the proposals mentioned
in your Instruction No 14,
the third Article of which
provides for the two =
hundred dollars deposit.
I was of opinion at the
time the regulations were
under discussion, that the
provision for a deposit
with the Minister or Consul ought
not to be accepted, and am glad
to be informed that it does =
not meet the approval of the President.

I am, Sir, Your obedient servant,

Jno A. Kingsbury

Mr Burden

Ans 19 Feb

No 31.

U. S. Legation, Japan.
Yokohama, 18 Dec. 1873.

DEPARTMENT
RECEIVED
JAN
26
1874
STATE

Mr Bingham

to the

Hon. Secretary of State.

Subject:

Has received Instructions Nos. 13 and 14, and Circular No 48.

No 31.

U. S. Legation, Japan.
Yokohama, 18 Dec 1873.

Sir:

I have the honor to acknowledge the receipt, by the mail of the 14th instant, of your Instructions Nos 13 and 14, and of Department Circular No 48.

I am, Sir,
Your obedient servant,
M. A. Pruyn

The Honorable,
The Secretary of State,